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IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

CENTRAL DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action No. 75-2-17

TECHNICOLOR, INC., TECHNICOLOR
MOTION PICTURE CORPORATION,
and EASTMAN KODAK COMPANY,

Defendants.

COMPLAINT

The United States of America, plaintiff, by its attorneys, acting under the direction of the Attorney General of the United States, brings this action against the defendants, and complains and alleges as follows:

I

JURISDICTION AND VENUE

1. This Complaint is filed and these proceedings are instituted under Section 4 of the Act of Congress of July 2, 1890, c. 647, 26 Stat. 209, as amended, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies," commonly known as the Sherman Antitrust Act, and under Section 15 of the Act of Congress of October 15, 1914, c. 323, 38 Stat. 730, as amended, commonly known as the Clayton Act, in order to prevent and restrain continuing violations

by the defendants, as hereinafter alleged, of Sections 1 and 2 of the Sherman Act, and of Section 3 of the Clayton Act.

2. Defendants Technicolor Motion Picture Corporation and Eastman Kodak Company transact business and are found in the Southern District of California.

II

DEFINITIONS

3. The words "professional color cinematography" as used in this Complaint mean: (a) photographing, renting special cameras to photograph, and supplying and selling negative film for the purpose of photographing motion picture productions in color; (b) developing and otherwise processing the negative film on which motion picture productions in color have been photographed; and (c) making and selling positive film prints of motion picture productions in color for commercial exhibition in theatres and for industrial, scientific, advertising, educational, and other special purposes.

4. The word "processing" as used in this Complaint means development, duplication and all other treatment of negative film after exposure, and the printing of positive film, the finishing of positive film prints, and all other treatment of positive film.

III

DESCRIPTION OF DEFENDANTS

5. Technicolor, Inc. is a Delaware corporation having its principal place of business at 15 Broad Street, New York, New York. It is a holding company owning all of the stock of Technicolor Motion Picture Corporation.

6. Technicolor Motion Picture Corporation, hereinafter referred to as "Technicolor," is a Maine corporation having its executive offices, plant and principal place of business at Hollywood, California. Technicolor is a wholly-owned operating subsidiary of Technicolor, Inc., and is engaged in the business of professional color cinematography.

7. Eastman Kodak Company, hereinafter referred to as "Kodak," is a New Jersey corporation having its principal place of business at Rochester, New York. Its business includes, among other things, the manufacture and distribution of film for color cinematography.

IV

TRADE AND COMMERCE

8. This Complaint involves the interstate and foreign trade and commerce comprised in and incident to the business of professional color cinematography, including the interstate and foreign sale and shipment of all kinds of film for professional color cinematography. Such film is sometimes classified according to size as "wide film" or "narrow film." Wide film is film of a width of 35 millimeters or more. Most motion pictures produced by members of the motion picture industry for commercial exhibition in theatres are photographed and printed on wide film of the 35 millimeter width; and wide film is not usually sold for amateur cinematography. Narrow film is film of a width of less than 35 millimeters and is most commonly made and used in the width of 16 millimeters. Narrow film of the 16 millimeter width, although sold primarily for amateur cinematography, has considerable use in professional color cinematography for special photographing and processing operations and for motion pictures intended for industrial, scientific, advertising, educational, and other special purposes.

9. Technicolor does over 90% of all the business in professional color cinematography in the United States. Since 1934 it has produced the positive film prints for all of the "Class A" feature length motion pictures and most of the short subjects and animated cartoons produced in color by the motion picture industry of the United States. Technicolor's net sales amounted to \$11,614,779.66 in 1945, and it annually produces, sells, and ships more than 160 million linear feet of positive film prints of motion picture productions in color. Motion pictures filmed in color today

represent from 15% to 20% of all feature length pictures exhibited in theatres in the United States. Facilities for filming and processing motion pictures in color, however, have been and are insufficient to meet the demand.

10. In the conduct of its business in professional color cinematography, Technicolor purchases substantial quantities of film manufactured by Kodak. The film thus purchased by Technicolor is shipped from the manufacturing plant of Kodak in New York either directly to the plant of Technicolor in California, or to the place of business of J. E. Brulatour, Inc., a Kodak distributor, located in California, and thence to the plant of Technicolor. Such film consists partly of negative film, which Technicolor resells and delivers to motion picture producers, and others for use in photographing their productions in color; and partly of positive and special film, which Technicolor uses in processing negative film after exposure. The end result of such processing is the preparation of positive film prints of motion picture productions, which Technicolor sells on order of, and delivers to, motion picture producers and others. From its plant in California, Technicolor ships unexposed negative film to, receives shipment of exposed negative film from, and ships positive film prints to, motion picture producers and others located in other states of the United States and in foreign nations. Such motion picture producers in turn distribute and ship, among the several states of the United States and to foreign nations, the positive film prints sold and shipped to them by Technicolor. From its plant in California, Technicolor also rents and ships special cameras for color cinematography to motion picture producers and others located in the several states of the United States and in foreign nations.

V

BACKGROUND OF THE OFFENSES CHARGED

11. Color cinematography depends not only upon the principles and methods generally applicable in black-and-white photography and

cinematography, but also upon special principles and methods to solve the problems of recording photographically on negative film the color aspects of the subject photographed, and of processing the negative film so as to produce a finished positive film print, whereby the natural colors of the subject may be reproduced when light is projected through the positive film upon a cinematographic screen. Among the special methods used in the practice of color cinematography are the following:

(a) The so-called "three-strip" method of photographing color aspects, wherein three negative films are simultaneously exposed in a single special camera optically equipped so as to cause each strip of film to record in black-and-white images a distinct portion of the color aspects of the subject photographed.

(b) The so-called "successive exposure" method of photographing color aspects in the production of animated cartoons, wherein the subject matter (being stationary) is photographed three times in succession with camera and single negative film such as are used for black-and-white cinematography, but each time with a differently colored light filter, so that each of the successive exposures records in black-and-white images a distinct portion of the color aspects of the subject matter.

(c) The so-called "imbibition" method of color processing for the preparation of positive film prints, wherein separate black-and-white negative images recording distinct portions of the color aspects of the subject (such as the separate negatives obtained by photographing with the "three-strip" or the "successive exposure" method) are photographically reproduced in low relief upon as many special printing matrices, from which images in dyes appropriate to the respective color aspects are successively transferred in register to a single dye-absorbent film so as to produce a composite positive film print in color.

(3) The so-called "monopack" method, wherein the color aspects

are photographed by exposing in a camera, such as used for black-and-white cinematography, a single special negative film called "monopack," having three or more superimposed strata of emulsion, differentially sensitized to color, on each of which is recorded a distinct portion of the color aspects of the subject photographed. During the processing of the film, the latent negative photographic images in the several strata of emulsion are separately developed, reversed, and transformed by a series of complex operations into finished positive dye images so colored and so registered upon the film as to produce a motion picture in natural colors. Additional color positives for projection may be produced from the "monopack" original, either by the "monopack" method, or by the "imbibition" method.

12. By June 25, 1934, Technicolor had acquired substantial control of professional color cinematography in the United States, and of the interstate and foreign commerce comprised in and incident to the business of professional color cinematography. For a period of several years prior to that date, Technicolor and Kodak, having respectively acquired various inventions, patents, and patent rights, relating to the "monopack" method of color cinematography, were engaged in independent efforts to develop and perfect said "monopack" method. At that time the manufacture and processing of "monopack" film for color cinematography had not yet been sufficiently perfected to enable either Technicolor or Kodak to exploit said "monopack" method commercially. The prospective development of the "monopack" method, if controlled by others than Technicolor, threatened Technicolor's control of professional color cinematography.

VI

THE OFFENSES CHARGED

13. Beginning on or about June 25, 1934, and continuing at all times thereafter to the date of the filing of this Complaint, Technicolor, Inc. and Technicolor have monopolized, and have been engaged in a combination and conspiracy with Kodak in restraint of and to

monopolize, the aforesaid trade and commerce comprised in and incident to the business of professional color cinematography among the several states of the United States and with foreign nations, and from time to time have been and now are parties to contracts, agreements, arrangements, and understandings with Kodak and with numerous motion picture producers and other customers of Technicolor, in restraint of said trade and commerce, all in violation of Sections 1 and 2 of the Sherman Act and Section 3 of the Clayton Act. Defendants are continuing and will continue said offenses unless the relief hereafter prayed for in this Complaint is granted. The aforesaid monopolization and combination and conspiracy, and the aforesaid contracts, agreements, arrangements, and understandings, which formed part of and which have been used in effectuating said combination and conspiracy, are hereinafter more fully set forth and described.

14. On or about June 25, 1934, Technicolor, Inc., Technicolor, and Kodak entered into a written contract, hereinafter referred to as the "License Agreement of 1934" whereby:

(a) Technicolor and Kodak granted each other cross licenses subject to certain limitations and conditions, for the term of the agreement, under all the "monopack" patents and patent rights that each respectively then held or might thereafter acquire;

(b) Certain commercial fields in which the subject matter of the said "monopack" patents was to be exploited were delimited and divided between Technicolor and Kodak; and

(c) The field of commercial processing of wide "monopack" film for motion picture purposes was allocated to Technicolor and Kodak covenanted not to engage in the commercial processing of wide "monopack" film, nor to license any other party to process such film, nor to sell any such film (except to Technicolor) with the right for the customer to process it.

The rights and obligations of the parties under this contract were to extend to June 2, 1948. A copy of the License Agreement of 1934, marked "Exhibit A," is annexed hereto and made a part hereof.

15. The covenant on the part of Kodak in the License Agreement of 1934 not to engage in the commercial processing of wide "monopack" film, nor to license others to process such film, nor to sell such film with the right for the customer to process it, was subject to automatic termination when any of certain specified events should occur. None of those events has occurred.

16. By means of the License Agreement of 1934, the defendants intended to and did enable Technicolor to control and monopolize professional color cinematography. Technicolor was thereby protected against any potential competition based on the "monopack" method.

17. Since the execution of the License Agreement of 1934, Technicolor in most of its business of professional color cinematography has continued to employ the "three-strip" method of color photography rather than the "monopack" method; and has employed the "imhibition" method of color processing to the practical exclusion of the "monopack" method.

18. On or about December 14, 1945, during the course and with knowledge of an investigation being conducted by the plaintiff of the violations of law herein alleged, the defendants executed a letter agreement (copy of which, marked "Exhibit B," is attached hereto and made part hereof), amending the License Agreement of 1934 by eliminating certain provisions. The letter agreement purported to eliminate the express covenant on the part of Kodak to refrain from engaging in the commercial processing of wide "monopack" film, from licensing others to process such film, and from selling such film with the right for the customer to process it. Notwithstanding the purported elimination of that covenant by the letter agreement of December 14, 1945, Kodak has since continued to refrain from the commercial processing of wide "monopack" film, from licensing others

to engage in such processing, and, with minor exceptions, from selling such film with the right to process to customers other than Technicolor. The License Agreement of 1934, as amended by the letter agreement of December 14, 1945, has remained in effect up to the date of the filing of this Complaint.

19. In 1938, Technicolor desired to use narrow "monopack" film in its business of professional color cinematography for the purpose of duplicating color motion pictures originally photographed with wide film. On or about April 5, 1938, Technicolor entered into an agreement with Kodak (copy of which, marked "Exhibit C," is attached hereto and made part hereof), whereby Technicolor obtained from Kodak a non-exclusive, non-transferable shopright and license under the "monopack" patents owned or controlled by Kodak:

(a) to use and carry out the "monopack" color process in processing 16 millimeter film purchased from Kodak when carrying images reduced from images originally photographed by Technicolor or its customers on wide film; and

(b) to sell such processed film.

Said license has remained in effect up to the date of the filing of this Complaint.

20. On or about January 2, 1942, Technicolor sought and obtained from Kodak the right to process with narrow "monopack" film such parts of motion picture productions in color as might be originally photographed by Technicolor with narrow "monopack" film manufactured by Kodak and purchased on the open market by Technicolor. This was accomplished by a supplemental agreement (copy of which, marked "Exhibit D," is attached hereto and made part hereof), which in part provided substantially as follows:

(a) Technicolor was granted a non-exclusive, non-transferable shopright and license under the "monopack" color process patents owned or

controlled by Kodak, (1) to process 16 millimeter "monopack" film sold by Kodak for camera use, and purchased on the open market and exposed by Technicolor or its customers as part of original camera exposures made in the commercial production of a motion picture on wide film, the color portions of which were to be reproduced by the Technicolor process; and (2) to make from film so processed a single copy on 16 millimeter "monopack" film purchased from Kodak, and to deliver such one copy to the original customer of Technicolor to be used only for purposes of cutting and editing and not for sale or rental to others.

(b) Kodak agreed to rebate to Technicolor the sum of one dollar and ninety-one cents (\$1.91) per hundred feet of such film purchased in the open market and processed by Technicolor, said rebate to be in lieu of the processing of the film by Kodak, a service included in the sales price of such film to others than Technicolor.

Said supplemental agreement has remained in effect up to the date of the filing of this Complaint.

21. In pursuance of agreements, arrangements, and understandings with Technicolor from time to time since June 25, 1934, Kodak at Technicolor's request and for Technicolor's exclusive benefit has undertaken and conducted substantial amounts of research and development work relating to processes and products and improvements thereon intended for use and used in Technicolor's business of professional color cinematography. Kodak has also furnished the services of several of its employees exclusively to Technicolor for long periods of time as experts in the principles and methods of color cinematography, and has disclosed and agreed to disclose

exclusively to Technicolor inventions, improvements, "know-how," and technical information and advice used and useful in the practice of professional color cinematography. Technicolor has thereby been materially assisted in maintaining and extending its monopolization of professional color cinematography.

22. On or about October 22, 1936, Technicolor, Inc. and Technicolor, having requested Kodak to undertake research and development work in order to improve Technicolor's "imbibition" process of producing positive motion picture film prints in colors, entered into an agreement with Kodak entitled "Kodak-Technicolor Imbibition Agreement," which in part provided substantially as follows:

(a) During the period of five years after date of the agreement Kodak agreed to provide the necessary personnel and laboratory facilities to study technical problems arising from time to time in connection with the "imbibition" process, and to carry on research work in an endeavor to solve such problems as they might arise.

(b) Technicolor was to be kept fully informed of improvements in the "imbibition" process resulting from such research work, to the extent necessary or useful to Technicolor in its practical operation of the "imbibition" process.

(c) Secret information acquired as a result of such research work was not to be disclosed to others without Technicolor's consent, except upon certain specified contingencies.

(d) Technicolor, so long as it should purchase at least 50 per cent of its requirements of film from Kodak, was to have an exclusive license for purposes of practicing the "imbibition" process under any patents applied for by Kodak on all inventions relating

to the "imbibition" process made by Kodak during the term of the agreement as a result of research work conducted thereunder.

A copy of the Kodak-Technicolor Imbibition Agreement, marked "Exhibit E," is hereto annexed and made part hereof.

23. On or about October 22, 1941, the defendants agreed that the Kodak-Technicolor Imbibition Agreement should be modified in certain respects, and extended from year to year subject to termination by either party.

24. On or about October 30, 1944, during the course and with knowledge of an investigation being conducted by the plaintiff of the violations of law herein alleged, the defendants entered into an agreement whereby they cancelled and terminated the Kodak-Technicolor Imbibition Agreement and the extension agreement referred to in Paragraph 23.

25. From the time of execution of the License Agreement of 1934, Technicolor has refrained from manufacturing and from licensing others than Kodak to manufacture film used and usable in professional color cinematography, has purchased film of Kodak's manufacture for practically all the requirements of Technicolor's business in professional color cinematography, and has neither purchased nor used for commercial purposes any substantial quantities of film manufactured by others than Kodak.

26. From the time of execution of the License Agreement of 1934 up to the date of the filing of this Complaint, Technicolor has required motion picture producers and other customers to enter into contracts with Technicolor containing tying clauses and other restrictive provisions and binding themselves:

(a) to use exclusively one or more Technicolor special cameras for the photographing of each production contracted to be photographed by means of Technicolor's "three-strip" method of professional

color cinematography;

(b) to order in advance and purchase exclusively from Technicolor all unexposed negative film required for use in photographing each such production;

(c) to order in advance and purchase from Technicolor a fixed minimum number of positive film prints of each such production, and also to purchase exclusively from Technicolor any and all additional positive film prints thereof eventually required for the domestic and foreign distribution of each such production; and

(d) to use Technicolor's processes for all the photographing of each such production, and to refrain from using or attempting to use any other process in connection therewith.

VII

EFFECTS

27. The aforesaid unlawful monopolization, combination and conspiracy, and contracts, agreements, arrangements, and understandings have had the following necessary effects:

(a) The development of the art of professional color cinematography by others than Technicolor has been retarded, to the detriment of the general public, the motion picture industry, and the film manufacturing industry.

(b) The capacity of facilities for commercial color processing and other operations in the business of professional color cinematography is inadequate to meet the demand for the filming of motion picture productions in color.

(c) Potential expansion in the volume of

motion picture productions filmed in color has been restrained and prevented.

(d) Motion picture producers and others have been hindered, delayed, and prevented from establishing facilities of their own for color processing and from engaging on their own behalf in the business of professional color cinematography.

(e) The public in general, and motion picture producers and others desiring to have motion picture productions filmed in color, have been deprived of the benefits of competition in the business of professional color cinematography.

(f) Film manufacturers have been deprived of a competitive market for the sale of film usable in professional color cinematography.

(g) Motion picture producers and others desiring to have motion picture productions filmed in color have been required to purchase film for that purpose from Technicolor to the exclusion of other dealers and distributors.

(h) Technicolor has been enabled to maintain, and has maintained, high, arbitrary, and non-competitive prices for unexposed negative film, for development and other processing services, and for positive film prints, in the conduct of its business of professional color cinematography.

(i) Technicolor has been enabled to maintain, and has maintained, a monopoly of professional color cinematography and the interstate and foreign commerce comprised in and incident to the business of professional color cinematography, to the exclusion of all potential competitors.

VIII

PRAYER

WHEREFORE the Plaintiff demands:

(1) That it be adjudged that the defendants Technicolor, Inc. and Technicolor have unlawfully monopolized interstate and foreign trade and commerce, as aforesaid, in violation of Section 2 of the Sherman Act.

(2) That it be adjudged that the defendants Technicolor, Inc. and Technicolor have engaged with the defendant Kodak in an unlawful combination and conspiracy in restraint of and to monopolize interstate and foreign trade and commerce, as aforesaid, in violation of Sections 1 and 2 of the Sherman Act.

(3) That the aforesaid contracts, agreements, arrangements, and understandings entered into by defendants Technicolor, Inc. and Technicolor with defendant Kodak in effectuation of the aforesaid unlawful monopolization and the aforesaid unlawful combination and conspiracy be adjudged to be illegal and in violation of Sections 1 and 2 of the Sherman Act, and that the aforesaid contracts, agreements, arrangements and understandings be cancelled.

(4) That the aforesaid contracts between the defendant Technicolor and motion picture producers and other customers of said defendant be adjudged to be illegal and in violation of Sections 1 and 2 of the Sherman Act and Section 3 of the Clayton Act, and that the aforesaid contracts be cancelled.

(5) That the defendants Technicolor, Inc. and Technicolor, their officers, directors, agents, and representatives, and all persons and corporations acting or claiming to act on behalf of any of them, be perpetually enjoined from entering into, enforcing, or performing any contracts, agreements, arrangements, or understandings, or from claiming any rights thereunder, having the purpose or effect of continuing, reviving, or renewing any of the violations of Sections 1 and 2 of the Sherman Act hereinbefore

set forth and described.

(6) That the defendants Technicolor, Inc. and Technicolor be perpetually enjoined from using or enforcing any tying clauses or other restrictive provisions such as contained in the aforesaid contracts between Technicolor and motion picture producers and other customers.

(7) That the Court adjudge that the defendants have used patents unlawfully as a means of effectuating the aforesaid monopolization and of carrying out the aforesaid combination and conspiracy and illegal contracts, agreements, arrangements, and understandings, and enter such orders relating to any and all rights asserted under such patents as the Court may deem appropriate and necessary to dissipate the effects of the unlawful activities herein alleged and to establish free and unfettered competition in the trade and commerce herein described.

(8) That the Court enter such orders concerning the disclosure to others of "know-how" and technical information relating to the practice of professional color cinematography as will dissipate the effects of the unlawful combination and monopoly and permit the establishment and maintenance of competing business units in the industry.

(9) That the plaintiff have such other further and different relief as the nature of the case may require and the Court may deem just and proper.

(10) That the plaintiff recover its taxable costs.

(11) That pursuant to Section 5 of the Sherman Act and Section 15 of the Clayton Act an order be made and entered herein requiring such of the defendants as are not within this District to be brought before the Court in this proceeding as parties defendant, and directing the Marshals of the Districts in which

they severally reside to serve summons upon them.

Dated August 18, 1947

WILLIAM C. DIXON
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TOM C. CLARK
Attorney General

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Assistant Attorney General

ROBERT A. NITSCHKE
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JAMES M. CARTER
United States Attorney
For the Southern District of California

LICENSE AGREEMENT

THIS LICENSE AND AGREEMENT made as of the 25th day of
June 1934 by and between

TECHNICOLOR MOTION PICTURE CORPORATION, a corporation organized and existing under the laws of Maine and having an usual place of business at Hollywood, in the County of Los Angeles and State of California, and TECHNICOLOR, INC., a corporation organized and existing under the laws of Delaware and having an office in the City, County and State of New York, parties of the first part, hereinafter called TECHNICOLOR, which expression shall refer to said companies jointly and severally and shall include their respective successors, subsidiaries, controlled companies and assigns, and companies of which TECHNICOLOR legally and completely controls the manufacturing operations, and

EASTMAN KODAK COMPANY, a corporation organized and existing under the laws of the State of New York and having a principal place of business at Rochester, in the County of Monroe and State of New York, party of the second part, hereinafter referred to as KODAK, which expression shall include its successors, subsidiaries, controlled companies and assigns.

WITNESSETH:

WHEREAS, each of the parties has certain rights in and to color photography Monopack inventions as hereinafter defined, and may acquire further rights therein; and

WHEREAS, the parties desire to avoid conflicts of interests in said inventions and to increase the commercial possibilities of said inventions by cross-licenses and communizing of development work, to the extent and according to the terms as hereinafter set forth,

NOW, THEREFORE, in consideration of their mutual promises and agreements and of One Dollar (\$1.00) paid by each party to the other party, receipt of which is hereby acknowledged, it is agreed as follows:

Article 1 - Definitions

A. The expression "Monopack" as used herein shall be descriptive of and refer to film, raw or processed, intended and adapted for use in color photography and in which two or more differentiable strata of unexposed emulsion are originally carried on the same side of the same support, either as a single coating or as a multiple coating, and to processes and/or apparatus involving the use of such film for recording photographically different color aspects of the subject in different strata of emulsion respectively and for exhibiting such aspects.

F. The expression "Troland Reissue patent" as used herein shall refer to the United States Reissue patent, Troland, No. 18,680, granted December 6, 1932, a reissue of United States patent, Troland, No. 1,808,584, granted June 2, 1931, and all reissues, continuations, divisions and extensions thereof and all corresponding patents in other countries including, but not limited to, the following:

Argentina	37,237	Feb.	5, 1932
Belgium	378,610	March	26, 1931
Canada	334,981	August	15, 1933
France	713,968	March	27, 1931
Germany	Sr. 38,548	filed March	16, 1931
Great Britain	374,849	March	9, 1931
Italy	297,279	March	17, 1931

C. The expression "Technicolor Monopack patents" as used herein, shall refer to and include the Troland reissue patent and all other patents and patent applications respectively in all countries now or hereafter at any time during the life of the Troland reissue patent owned or controlled by Technicolor or under which Technicolor shall have the right to grant licenses, insofar only as such patents and applications shall be applicable to Monopack film, processes and/or apparatus. This term shall,

1 however, at any time include and refer to only such patents and
2 applications as are then alive and in force and not expired,
3 abandoned, discontinued or forfeited.

4 D. The expression "Kodak Monopack Patents" as used here-
5 in shall refer to and include all patents and patent applications
6 in all countries now or hereafter at any time during the life of
7 the Troland reissue patent owned or controlled by Kodak or under
8 which Kodak shall have the right to grant licenses, insofar only
9 as such patents and applications shall be applicable to Monopack
10 film, processes and/or apparatus. This term shall, however,
11 at any time include and refer to only such patents and applications
12 as are then alive and in force and not expired, abandoned, discon-
13 tinued or forfeited.

14 E. The expression "Wide Film" as used herein shall
15 refer to and include all Monopack motion picture film less than
16 35 mm. in width.

17 F. The expression "Narrow Film" as used herein shall
18 refer to and include all Monopack motion picture film less than
19 35 mm. in width.

20 G. The expression "Processing" as used herein shall re-
21 fer to and include all treatment of Monopack film after exposure
22 and all treatment of positive film printed or otherwise produced
23 from Monopack negative film, including the printing of such positive
24 film.

25 Article 2 - Cross-Licenses

26 A. Technicolor hereby grants to Kodak a license under
27 said Technicolor Monopack patents and each of them, with the right,
28 to grant sub-licenses, to make, use and sell, only for motion
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1 picture purposes, the subject matter of all Monopack inventions
2 which Technicolor now owns or which it may acquire during the term
3 of this agreement, or concerning which it has or may have the
4 right to grant a license during the term of this agreement, said
5 license to extend throughout the term of this agreement and except
6 as hereinafter provided said license to be exclusive as to the
7 manufacture and sale of raw (unexposed) film.

8 B. Kodak hereby grants to Technicolor a license under
9 said Kodak Monopack Patents and each of them, with the right to
10 grant sub-licenses as hereinafter limited, free of obligation to
11 pay royalty or license fee except as hereinafter provided, to
12 make, use and sell, only for motion picture purposes with wide
13 film, the subject matter of all Monopack inventions which Kodak
14 now owns or which it may acquire during the term of this agreement,
15 or concerning which it has or may have the right to grant a license
16 at any time during the term of this agreement, said license to
17 extend throughout the term of this agreement, provided however
18 that this license shall not include any right to manufacture or
19 purchase raw (unexposed) film except as hereinafter provided
20 and further provided that the right to grant processing sub-
21 licenses under this paragraph shall cease as to any wide film if at
22 any time and so long as such wide film shall cease to be actually
23 covered by a Technicolor Monopack patent.

24 C. Where a licensed invention is also useful outside
25 the Monopack field, the licenses herein granted shall be limited
26 solely to said Monopack field. As to any wide film other than
27 Kodak film Technicolor is hereby granted no license from Kodak
28 under any patent not expressly and/or particularly applicable to
29 Monopack film, processes and/or apparatus.

30 D. As to any Monopack invention to or under which it
31 may acquire rights during the term of this agreement, each party
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1 agrees that it will make all reasonable effort to secure the
2 right to include such invention as one of the group referred to in
3 Paragraph A or Paragraph B of this article.

4 Article 3 - Sales, Processing, and Information
5 to Technicolor

6 A. Kodak agrees that, whenever it decides to place on
7 the market wide film and at least six months before it proposes
8 to do so, it will give Technicolor a demonstration at Kodak's
9 experimental plant of and full and complete information as to the
10 best methods then known to Kodak of processing and using such film,
11 and thereafter during the term of this agreement it will keep
12 Technicolor fully and promptly informed from time to time as to
13 such processing and at no time during the term of this agreement
14 will it give to any other party more complete or more prompt
15 information concerning Mono-pack film, processes and apparatus
16 than it gives to Technicolor. Notwithstanding the restrictions
17 imposed on Kodak in Paragraph C of this Article 3, unless Techni-
18 color shall inform Kodak in writing within three months after
19 such demonstration that it intends to equip and maintain a
20 laboratory, Kodak shall be under no restrictions whatsoever as to
21 its rights to process wide film or license others to do so.
22 While it is the understanding that Technicolor will not notify
23 Kodak of its intention to equip and maintain a laboratory without
24 a bona fide expectation of carrying out such intention, neverthe-
25 less no liability shall result from any failure by Technicolor to
26 carry out such intention.

27 B. Kodak agrees that, whenever it shall have placed
28 wide film on the market and/or in commercial use, it will sell to
29 Technicolor all of Technicolor's requirements of such film at
30 prices as favorable as those to any other customer, excepting
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1 J. E. Broulatour, Inc., or any other corporation or person serving
2 Kodak in a similar capacity, but not excepting any customer of
3 J. E. Broulatour, Inc., or of any other corporation or person serv-
4 ing Kodak in a similar capacity.

5 C. Except as provided in Paragraph A of this article or
6 as hereinafter provided Kodak agrees that it will not engage in
7 the commercial processing of wide film nor license any other party
8 to process such film nor sell any such film with the right for the
9 customer to process such film during a period of time which shall
10 terminate (a) one year after Technicolor shall have processed
11 wide film to the extent of an average of four million feet per
12 month for six consecutive months or (b) three years after Techni-
13 color begins regularly to process such film for the trade, or
14 (c) three years and nine months after Kodak has processed for and
15 sold to the trade an average weekly output of fifty thousand feet
16 of wide film for thirteen consecutive weeks, at prices not less
17 than the then current prices of Technicolor irrespective of the
18 process then being used by Technicolor, whichever shall transpire
19 first. For the purpose of giving Kodak an opportunity of demon-
20 strating to the trade the commercial practicability of Monopack
21 processing as provided in clause (c) of this Paragraph, Kodak may
22 provide facilities for processing wide film up to two hundred
23 thousand feet per week and may continue to process wide film at
24 said current prices so long as Technicolor is not ready and
25 willing to take over such processing, provided that Kodak shall
26 not start processing before the end of the six months referred to
27 in Paragraph A of this article and further provided that Kodak
28 shall discontinue such processing as soon as and to the extent
29 that Technicolor is ready and willing to take over said processing
30 at the same prices and substantially equal quality. At any time
31 while Kodak may process wide film Technicolor shall be permitted to
32 inspect Kodak's equipment for processing wide film.

1 D. Should Kodak, during the term of this agreement,
2 after having placed wide film on the market, discontinue the
3 marketing thereof for a period of ninety days, except for a cause
4 beyond its control as specified in Paragraph F of this Article 3,
5 or announce its intention permanently to discontinue the marketing
6 thereof, Technicolor may in writing request Kodak to continue or
7 resume the marketing thereof and if Kodak shall not within sixty
8 days after the receipt of such written notice resume marketing
9 thereof and/or withdraw its said announced intention, then
10 Technicolor may, by a further written notice to Kodak to that
11 effect, change the exclusive license herein granted by Paragraph A
12 of Article 2 to a non-exclusive license and remove the restriction
13 as to manufacture or purchase in Paragraph B of Article 2 so that
14 Technicolor shall have the right to make and/or have made wide film.

15 E. If Kodak, during the term of this agreement, after
16 having placed narrow film on the market but before having placed
17 wide film on the market, shall refuse or fail to supply Technicolor
18 in quantities sufficient to meet its requirements of wide film of
19 the same type as the narrow film Kodak is marketing, or if at any
20 time after January 1, 1938 during the term of this agreement,
21 Kodak shall fail or refuse to furnish Technicolor with wide film
22 of a quality which Kodak at the time is able and equipped to pro-
23 duce and in quantities sufficient to meet Technicolor's require-
24 ments at reasonable prices and within a reasonable time after
25 Technicolor's written request for such film, Technicolor may in
26 writing notify Kodak of Technicolor's intention of securing
27 elsewhere its requirements of wide film. If Kodak shall not within
28 a reasonable time after the receipt of such written notice supply
29 such film at reasonable prices in quantities sufficient to meet
30 said requirements, then Technicolor, after a further written
31 notice to Kodak to that effect, shall have the right to make or

1 have made wide film, provided that Technicolor shall not have the
2 right to sub-license any one under any Kodak patent to process
3 film not purchased from Kodak, and provided further, that three
4 months after the date when Kodak is able and ready and offers to
5 furnish film in quantities sufficient to meet fifty percent of
6 Technicolor's requirements of substantially equal quality and at
7 the same price as Technicolor is obtaining such film from another
8 responsible source of supply, Technicolor agrees to purchase at
9 least fifty percent of its requirements of wide film from Kodak
10 and to pay a royalty to Kodak on the balance of its requirements,
11 which shall then be covered or the use of which shall then be
12 covered by a patented or allowed claim of a Kodak Monopack patent,
13 at the rate of five percent of the price of said balance in the
14 manner provided in Article 4 hereof. However, the above pro-
15 visions as to fifty percent of Technicolor's requirements and as
16 to royalty shall not be operative to Technicolor's disadvantage
17 insofar as Technicolor shall have entered into bona-fide contracts
18 prior to such date for delivery of film to it during the first
19 year after said date.

20 F. Kodak shall not be liable for any delay or default
21 in furnishing Monopack film to Technicolor caused by or resulting
22 from fires, strikes, accidents, transportation or manufacturing
23 difficulties, patent infringement or any other contingency or
24 circumstance whatever beyond its absolute control, and any delay
25 due to any such cause shall not render the provisions of Paragraphs
26 D or E of this Article 3 operative; and Technicolor shall not be
27 liable for any delay or default in processing Kodak film caused by
28 or resulting in whole or in part from fires, strikes, accidents,
29 transportation or manufacturing difficulties, patent infringement
30 or any other contingency or circumstance whatever beyond its
31 absolute control; and any delay or default such as referred to in
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1 this paragraph shall automatically extend the period of time de-
2 fined in subdivision (a) and (b) of Paragraph C of Article 3, an
3 equal amount.

4 G. Whenever Technicolor shall acquire the right, except
5 by failure of patent protection, of making wide film or having
6 such film made by others, Kodak shall, at Technicolor's written
7 request, give Technicolor such information relative to the
8 manufacture of wide film as Kodak may then possess, except that
9 Kodak shall not be obligated hereby to disclose any secret infor-
10 mation or processes used by it in the manufacture of any other
11 film or products.

12 H. Technicolor agrees that if, at any time during the
13 term of this agreement, no valid Technicolor or Kodak Monopack
14 patent shall cover Monopack motion picture film and Kodak is able
15 and willing to furnish wide film of substantially the same quality
16 and at the same price as any other responsible manufacturer in
17 the United States and Technicolor shall purchase Monopack motion
18 picture film from others and use such film in a process or product
19 covered by any Kodak Monopack patent then outstanding, it will pay
20 Kodak as royalty one half cent per foot for the film so used. If
21 Technicolor shall for any reason use any Monopack motion picture
22 film not purchased from Kodak in connection with any process or to
23 make a product upon which Kodak is obligated to pay a royalty to
24 others, Technicolor is hereby further obligated to pay to Kodak
25 the amount of such royalty thereby incurred. Technicolor agrees
26 that it will, during any period when it shall be under royalty
27 obligation to Kodak, permit authorized representatives of Kodak
28 free access to its equipment for processing Monopack film and will
29 give them complete information relating to Monopack processing as
30 carried out by Technicolor.

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Article 4 - Accounts and Royalties

Kodak agrees to keep at its office in Rochester, New York, true and accurate accounts of all Monopack motion picture film, which is manufactured, sold and/or used commercially, by it and/or its sublicensees and which, either itself embodies and/or is sold for use in a process and/or to make a product embodying one or more of the inventions covered by an allowed claim of any of said Technicolor Monopack patents or applications, and that it will render statements to Technicolor during the months of January and July of each year showing separately the amount of wide and narrow film so covered, made and/or sold and/or used by it and/or its sublicensees during the preceding six calendar months and will then forthwith pay to Technicolor royalties thereon as follows:

By "net selling price" is meant the established net wholesale selling price, exclusive of excise and sales taxes, but inclusive of the price, if any, of processing narrow film, to dealers or others not subsidiary or allied to Kodak and the lowest net selling price shall be the basis for the computation of royalties on film used by Kodak for commercial purposes or sold to subsidiaries. If Kodak shall sell narrow film to be processed by anyone other than Kodak, the net selling price of which is less than the net selling price of the same type of film including processing by Kodak, Kodak will pay upon such film the same royalty as it would be obligated to pay if it did the processing. Payment shall be made by mailing check to Technicolor Inc., one of the parties of the first part herein. The statements and payments thus rendered and made shall be audited by Price, Waterhouse and Company or other accountants mutually agreeable to the parties

1 hereto. Monopack film under this agreement shall be considered
2 to be sold when billed out, delivered or paid for, whichever
3 first occurs. Royalties paid on Monopack film returned unused to
4 Kodak or a sublicense and for which credit is given upon return
5 shall be charged against royalties earned thereafter. When
6 royalties shall once have been paid upon any Monopack film in any
7 country, it may be sold free of additional royalty obligation in
8 any other country.

9 Should Technicolor at any time during the term of this
10 agreement grant to any third party, at a royalty rate on any type
11 of film lower than Kodak is then obligated to pay on the same type
12 of film, a license as to any Technicolor Monopack invention as to
13 which Kodak shall at such time have only a non-exclusive license,
14 Kodak shall thereafter be obligated to pay a royalty only at such
15 lower rate on film of the same type.

16 Article 5 - Warranty

17 Each party represents and warrants that it has full right,
18 title and power to execute this agreement, to convey the rights
19 herein conveyed and intended to be conveyed and to fulfill the
20 obligations hereby imposed upon it and that there is no outstanding
21 assignment, warranty, license, mortgage, option or agreement
22 expressed or implied which may or can in any manner whatsoever
23 abridge, modify or lessen the rights hereby conveyed and intended
24 to be conveyed, it being understood that Technicolor, Inc. holds
25 a mortgage from Technicolor Motion Picture Corporation on said
26 Technicolor Monopack Patents.

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1 Article 6 - Validity and Interpretation of Claims

2 If any claim of any of said Monopack patents of either
3 party shall be declared invalid by final decision of a court of
4 competent and final jurisdiction and such invalidity shall not be
5 cured promptly by reissue or disclaimer, or if in an interference
6 proceeding, the alleged inventor or inventors of any of said
7 Monopack patents or applications of either party shall be held
8 by a final decision of a tribunal of competent and final jurisdic-
9 tion not to be the original inventor or inventors of the subject
10 matter of any claim, then the other party shall be relieved of all
11 obligation and estoppel hereunder with respect to said claim and,
12 if a court of competent and final jurisdiction shall by final
13 decision give any special construction or interpretation to any
14 claim of any of said patents, said other party may at its option
15 adopt such interpretation or construction of such claim. If,
16 by reason of any such decision or decisions, the license from
17 either party to the other hereunder shall fail to give such other
18 party any advantage over competitors in the Monopack field in any
19 country, the obligation of such other party to pay royalty here-
20 under shall be suspended as to that country.

21 Each party agrees that it will not dispute the validity
22 of any claim of any of the Monopack patents of the other party
23 within the scope of this license, but it is not estopped from
24 denying the validity of any of said claims insofar as they may
25 apply to any process, product or apparatus as to which it is not
26 licensed by this agreement, and neither party shall be estopped
27 hereby from asserting in an interference proceeding its right to
28 or ownership of the subject matter of any claim of any of the
29 Monopack patents or applications of the other party, except said
30 Troland reissue patent.

1 Article 7 - Assistance

2 Each party agrees to furnish, execute and perform,
3 so far as it is able, without further remuneration other than
4 actual out-of-pocket expenses, all evidence, testimony, exhibits,
5 memoranda, drawings, assignments, applications and all other
6 instruments, deeds and acts within its power or control neces-
7 sary for the diligent and proper prosecution, maintenance and
8 completion of all applications, patents, interference proceedings,
9 litigation or other proceedings or controversies involving the
10 other party and in which any invention, application or patent
11 herein referred to and controlled by it is or may hereafter at
12 any time during the life of this agreement become involved.

13 Article 8 - Infringement

14 Neither party shall be under any obligation to
15 assume the defense of any suit brought against the other and/or
16 any of its sub-licensees for infringement of any patent owned or
17 controlled by a stranger to this agreement, nor to bring suit
18 against any third party for infringement or alleged infringe-
19 ment of any of said Monopack patents.

20 Kodak shall have the right, in its own name or in
21 the name of the owner of record of any Technicolor Monopack
22 patent or of both or of any other party as it may be advised, to
23 bring suit, at its own expense, for infringement or any of said
24 Technicolor Monopack patents by an infringer in the narrow film
25 field and/or in any other field wherein Kodak then has exclusive
26 rights under said Technicolor Monopack patents, and any profits
27 and/or damages recovered as a result of any such suit shall be
28 and remain the sole property of Kodak. Technicolor shall have
29 the right, however, at its own expense, to be represented in an
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1 advisory capacity in any such suit.

2 Technicolor shall have the right in its own name or
3 in the name of the owner of record of any Kodak Monopack patent
4 or of both or of any other party as it may be advised, to bring
5 suit, at its own expense, for infringement of any of said Kodak
6 Monopack patents by an infringer in the wide film field, and any
7 profits and/or damages recovered as a result of any such suit shall
8 be and remain the sole property of Technicolor. Kodak shall have
9 the right, however, at its own expense, to be represented in an
10 advisory capacity in any such suit.

11 Article 9 - Technicolor Inventions and Applications

12 Technicolor agrees that it will keep Kodak informed
13 promptly of all information relating to Monopack films and pro-
14 cesses which it now has or which it shall acquire during the term
15 of this agreement, except that it shall not be obliged to inform
16 Kodak as to any matter which is a secret with respect to some
17 other film or processes of Technicolor, and that it will also
18 give Kodak full information as to all issued Technicolor Monopack
19 patents and as to such pending Technicolor Monopack applications
20 insofar only as they shall relate to Monopack film, processes and
21 inventions.

22 Neither party hereto is under any obligation to file,
23 prosecute or maintain any Monopack patent or application in any
24 country. Each party shall, however, inform the other of any
25 Monopack patent or application which it proposes to abandon,
26 discontinue or forfeit and the other party may, at its own ex-
27 pense but in the name of the owner thereof, continue and maintain
28 such patent or application. Should either party fail, promptly
29 after request by the other party, to file an application upon an
30 invention owned or controlled by it and relating to a Monopack
31 invention, the other party may at its own expense cause an application
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1 or applications for such invention to be filed, prosecuted and
2 maintained in such countries as it shall elect but shall have no
3 responsibility as to the coverage, or validity or success of
4 any such application or any patent resulting therefrom.

5 Technicolor agrees that it will give Kodak four
6 months written advance notice of all taxes and annuities hereafter
7 falling due on granted foreign Technicolor Monopack patents as to
8 which Kodak shall have an exclusive license hereunder. Kodak
9 agrees to reimburse Technicolor for such taxes and annuities but
10 may at any time relinquish its exclusive license under any patent
11 and shall be under no obligation to pay any tax or annuity fall-
12 ing due upon such patent after ninety days after such relin-
13 quishment. No liability shall result from unintentional failure
14 to give Kodak any information or notice herein provided.

15 Article 10 - Settlement of Interferences

16 If an interference proceeding in the United States
17 Patent Office shall be declared between conflicting applications,
18 one of which is owned or controlled by Kodak and another by
19 Technicolor and relating to any Monopack invention, each of the
20 parties hereto will cause a preliminary statement to be filed in
21 accordance with the Rules of Patent Office, and will, within
22 thirty (30) days after the day that such statements become avail-
23 able, furnish the other party an outline of the testimony and
24 exhibits which it would produce in evidence if testimony were
25 taken, and, if the other party shall require, shall thereafter
26 promptly and fully disclose all information and evidence relating
27 to the determination of priority between such applications. Each
28 party agrees that it will inform the other promptly which applica-
29 tion, in its opinion, should prevail in the interference and if
30 the said parties are in agreement they shall execute and file such
31 papers and take such other action as is mutually considered
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1 advisable. If the opinions of the parties are irreconcilable,
2 the interference shall proceed in accordance with the rules of
3 the Patent Office. Neither party is estopped hereby to bring
4 such motion as may seem pertinent in such interference proceeding.
5 It is the desire, intent and expectation of the parties hereto
6 that all interferences between them involving Monopack inventions
7 shall be settled by mutual agreement but the legal obligation
8 extends no further than is herein expressly stated.

9 If, by agreement between Technicolor on the one hand
10 and Leopold D. Mannes and Leopold Godowsky, Jr. of Rochester, New
11 York, on the other, Technicolor shall consent to or assist in the
12 obtaining of the allowance of any claims in the Mannes & Godowsky
13 application No. 531,356, filed Jan. 24, 1932, or shall either
14 concede priority to Mannes and Godowsky or not oppose an award
15 of priority to them, as to any claim in Interference No. 67, 683,
16 now pending in the Patent Office, such claims, when granted to
17 Mannes and Godowsky, shall be considered, for the purpose of this
18 agreement, as comprised in said Technicolor Monopack patents.

19 Article 11 - Termination

20 This agreement and all the licenses and obligations
21 hereof shall terminate at the date of expiration of said Troland
22 reissue patent.

23 Article 12 - Notices

24 Any notice or communication herein provided for shall
25 be in writing and it or any payment herein provided for shall be
26 deemed to be served or paid if tendered in person to a responsible
27 officer of Kodak or of Technicolor, Inc. or mailed to Kodak or to
28 Technicolor, Inc. at its last known address by registered mail.
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In case of failure by either party to comply with any of the terms hereof, written notice of such failure must be given to that party by the other party, to give the notified party reasonable time, in no case less than sixty (60) days, to remedy the alleged failure and, if such notified party promptly after notification substantially remedies such failure and/or substantially overcomes the effects thereof, such failure shall not constitute a breach of the agreement.

Article 13 - Construction of Agreement

This agreement shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed by their duly authorized officers or agents, as of the day and year first above written.

TECHNICOLOR MOTION PICTURE CORPORATION

ATTEST: By (Signed) Herbert T. Kalmus
President
(Seal)

(Signed) S.M. Conklin
Secretary

TECHNICOLOR, INC.

ATTEST:

By (Signed) Herbert T. Kelmus

President
(Seal)

(Signed) S. M. Conklin

EASTMAN KODAK COMPANY

ATTEST:

Ry (Signed) Thomas J. Hargrave
Vice-President
(Seal)

(Signed) Milton K. Robinson
Ass't. Secretary

(Signed) Milton K. Robinson
Ass't. Secretary

EXHIBIT "B"

C O P Y

E A S T M A N K O D A K C O M P A N Y

ROCHESTER 4, N.Y.

December 14, 1945

Technicolor Motion Picture Corporation
and Technicolor, Inc.
6311 Romaine Street
Hollywood, Cal.

Gentlemen: Attention: Dr. Herbert T. Kalmus

Confirming the arrangement arrived at with
Dr. Kalmus in New York on December 11, 1945, we hereby
agree that the license agreement made between you and
this company, dated June 25, 1934, be amended as follows:

First: Article 3, Paragraph A.

The provision for a demonstration by Kodak to
Technicolor of Kodak's methods of processing and using
wide film, and the reference to the restrictions imposed
on Kodak in Paragraph C of Article 3 shall be eliminated.

Second: Article 3, Paragraph C.

This paragraph shall be entirely eliminated.

Third: Article 3, Paragraph E.

The requirement that Technicolor shall purchase
50% of its requirements of wide film from Kodak, and shall
pay a royalty to Kodak on the balance of its requirements
under the conditions therein stated, shall be eliminated.

* * * *

In order that our mutual agreement to the foregoing
amendments may be a matter of record, will you please have
Dr. Kalmus sign, as President of both your companies, the
acceptance clause at the bottom of the enclosed carbon copy of
this letter, and return it to us.

Yours very truly,
EASTMAN KODAK COMPANY

/s/ T. J. Hargrave
President

TJHargrave:GW

Accepted this 20th day of December, 1945.

Technicolor Motion Picture Corporation

Technicolor, Inc.

/s/ Herbert T. Kalmus
President

/s/ Herbert T. Kalmus
President

1 THIS LICENSE AND AGREEMENT made as of the 5 day of
2 April, 1938 by and between

3 EASTMAN KODAK COMPANY, a corporation of New Jersey
4 having a principal place of business at Rochester,
5 in the County of Monroe and State of New York, party
6 of the first part, hereinafter called KODAK, and

7 TECHNICOLOR MOTION PICTURE CORPORATION, a corpora-
8 tion of Maine having an usual place of business
9 at Hollywood, in the County of Los Angeles and
10 State of California, party of the second part,
11 hereinafter called TECHNICOLOR,

12 WHEREAS:

13 Kodak owns or has exclusive rights to grant licenses
14 under certain United States patents relating to 16 mm. Monopack
15 film and to the Monopack color process, as these terms are herein-
16 after defined, and is now actively engaged in marketing 16 mm.
17 Monopack film and processing it by the Monopack color process, and

18 WHEREAS Technicolor is desirous of purchasing patented
19 16 mm. Monopack film from Kodak and of processing such film in
20 accordance with the patented Monopack color process:

21 NOW THEREFORE, in consideration of their mutual promises
22 and agreements and of One Dollar (\$1.00) and other considerations
23 paid by Technicolor to Kodak, receipt whereof is hereby acknowledged,
24 the parties hereto have mutually agreed together as follows:

25 Article 1 - Definitions

26 A. The expression "16 mm. Monopack film" as used herein
27 shall be descriptive of and refer to film, raw or processed, 16
28 millimeters in width, intended and adapted for use in color photog-
29 raphy and in which two or more differentiable strata of unexposed
30 emulsion are originally carried on the same side of the same
31 support, either as a single coating or as a multiple coating.

32 B. The expression "Monopack color process" as used
 herein shall be descriptive of and refer to all processes to which
 16 mm. Monopack film may be submitted after exposure whereby color
 component images and/or differentially colored images in the
 several differentiable strata thereof are produced, treated or
 fixed.

1 C. The expression "Monopack color process patents" as
2 used herein shall refer to and include all United States patents
3 and patent applications now or hereafter at any time during the
4 life of this agreement owned or controlled by Kodak or under which
5 Kodak shall have the right to grant licenses insofar only as such
6 patents and applications shall be applicable to the Monopack color
7 process.

8 Article 2 - Sales and Information

9 A. Kodak hereby agrees to sell to Technicolor, at its
10 net wholesale price as established from time to time, raw 16 mm.
11 Monopack film of a type and quality which Kodak recommends as
12 suitable for the purpose intended by Technicolor. If the price
13 charged to other customers for film of the same type and quality
14 includes a charge for processing by Kodak, a reasonable allowance
15 shall be made for such processing when done by Technicolor. Such
16 net wholesale price shall include all royalties which Kodak is
17 obligated to pay by reason of the sale to Technicolor of such
18 film or of its processing hereunder by Technicolor, but Technicolor
19 does not hereby waive any rights it may have to receive royalties
20 from Kodak on account of the manufacture, use, sale, or processing
21 of 16 mm. Monopack film, including that which may be purchased by
22 Technicolor from Kodak. It is understood that Kodak may sell 16 mm.
23 Monopack film to J. E. Brulatour, Inc., at a price less than the
24 net wholesale price at which it sells such film to Technicolor.

25 B. Kodak will give Technicolor full and complete infor-
26 mation and demonstrations as to the methods believed by Kodak to
27 be the best for carrying out the Monopack color process with the
28 16 mm. Monopack film which Kodak is at any time during the existence
29 of this license and agreement ready and willing to sell to
30 Technicolor and will keep Technicolor fully and promptly informed
31 from time to time of all modifications and improvements therein
32 which Kodak employs or recommends. It is understood, however,
 that, while Kodak will furnish film and recommend processes which

1 it believes to be suitable for the purposes intended by Techni-
2 color, Kodak does not make any representations or warranties as
3 to the quality of the results obtained therefrom.

4 C. Technicolor agrees that it will not disclose to
5 others without the written consent of Kodak any secret information
6 relating primarily to said Monopack color process imparted to it
7 by Kodak, provided that nothing herein shall prevent Technicolor
8 from disclosing any information known to it prior to its disclosure
9 by Kodak and that nothing herein shall create any liability on
10 Technicolor by reason of the unauthorized disclosure of any in-
11 formation by any employee of Technicolor.

12 Article 3 - License

13 Kodak hereby grants to Technicolor a non-exclusive,
14 non-transferable shopright and license under the Monopack color
15 process patents to use and carry out the Monopack color process
16 only in its own laboratories and plants and only in processing
17 16 mm. Monopack film sold by Kodak to Technicolor in accordance
18 with Article 2 hereof, and only in the processing of such film
19 carrying images which are reductions of color component images [T.J.E
H.T.K
20 made originally by Technicolor and/or its customers by the Techni- D.S.S
21 color process on motion picture film 35 mm. or greater in width,
22 and to sell such processed film. This license shall include a
23 license under the Monopack color process patents to process sound
24 track when made or used in connection with the said color component
25 images as defined above.

26 Article 4 - Sales of Processed Film

27 Kodak states that it is its present intention within a
28 reasonable time to introduce a service of making duplicates of
29 customers' Monopack film carrying positive color images and
30 Technicolor agrees that it will not, prior to the announcement by
31 Kodak of its above mentioned proposed service, announce or offer
32 for sale to the public film processed hereunder. Kodak agrees
that it will keep Technicolor informed of its sales price of 16 mm.

1 Monopack films carrying such duplicates and Technicolor agrees
2 that it will not sell 16 mm. Monopack film carrying images made
3 hereunder by the Monopack color process at prices less than those
4 at the time set and charged by Kodak for said duplicates on 16
5 mm. Monopack film.

6 Article 5 - Termination

7 A. Kodak may terminate this license and agreement
8 upon one years written notice. In the event of such termination
9 and in lieu of the license provided in Article 3 hereof, Kodak
10 agrees that so long as Kodak owns or controls patents covering
11 such Monopack color process and so long as Kodak is processing
12 for others 16 mm. Monopack film of substantially the same type as
13 Technicolor requires, Kodak will itself process, or cause to be
14 processed, and delivered to Technicolor, as rapidly as is reason-
15 ably practical, such prints as Technicolor may require on raw
16 stock purchased from Kodak under Article 2 hereof, carrying images
17 which are reductions of color component images made originally
18 by Technicolor and/or its customers by the Technicolor process on
19 motion picture film 35 mm. or greater in width at Kodak's net
20 wholesale price.

21 B. If any part of this license and agreement shall be
22 declared illegal or invalid in a legal proceeding wherein a final
23 decree or order to that effect, from which no appeal is made, is
24 entered, then this license and agreement shall be wholly termin-
25 ated.

26 Article 6 - Notices and Construction

27 This agreement shall be construed in accordance with
28 the laws of the State of New York. The rights and obligations
29 of this agreement shall bind and benefit companies subsidiary
30 to the parties hereto and associated therewith by common owner-
31 ship or control, but otherwise shall be non-transferable except
32 to the successors of the business of the parties hereto. Any
notices or communications hereunder shall be in writing and may

1 be served by mailing to the party to be served by prepaid regis-
2 tered mail at its last known address.

3 IN WITNESS WHEREOF the parties hereto have caused this
4 agreement to be signed by their respective duly authorized
5 officers and their corporate seals to be hereunto affixed and
6 fully attested, as of the day and year first above written.

7 EASTMAN KODAK COMPANY

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(Seal)

BY Thomas J. Hargrave

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Vice-President

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ATTEST

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Milton K. Robinson

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TECHNICOLOR MOTION PICTURE COR-
PORATION

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By Herbert T. Kalmus

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President and General Manager

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ATTEST

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David S. Shattuck

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Secretary

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(Seal)

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SUPPLEMENTAL LICENSE AND AGREEMENT

THIS LICENSE AND AGREEMENT made as of the 2nd day of January 1942, by and between

EASTMAN KODAK COMPANY, a corporation of New Jersey having a principal place of business at Rochester, in the County of Monroe, in the State of New York, party of the first part, hereinafter called KODAK, and

TECHNICOLOR MOTION PICTURE CORPORATION, a corporation of Maine having an usual place of business at Hollywood, in the County of Los Angeles, in the State of California, party of the second part, hereinafter called TECHNICOLOR,

WITNESSETH:

WHEREAS the parties hereto did as of the 5th day of April, 1938, enter into a certain license and agreement hereinafter referred to as "said Prior Agreement" wherein KODAK agreed to sell to TECHNICOLOR 16-mm. Monopack Film and granted to TECHNICOLOR a shopright and license to process such film, and

WHEREAS the parties hereto desire that KODAK shall grant to TECHNICOLOR certain additional rights as hereinafter defined,

NOW THEREFORE in consideration of their mutual promises and agreements and of One Dollar (\$1.00) and other considerations paid by TECHNICOLOR to KODAK, receipt whereof is hereby acknowledged, the parties hereto have further mutually agreed together as follows, reference being made to said Prior Agreement for a definition of the terms used herein:

Article 1

Without qualification of the shopright and license granted to TECHNICOLOR in Article 3 of said Prior Agreement and in addition thereto, KODAK hereby grants to TECHNICOLOR a non-exclusive, non-transferable shopright and license under the Monopack color process patents

1 (a) to process 16-mm. Kodachrome Film sold and intended by
2 KODAK for camera use and purchased on the open market
3 and exposed by TECHNICOLOR or its customers as a part
4 of the original camera exposures made in the commercial
5 production of a motion picture on film 35 mm. or
6 greater in width, the color portions of which are to
7 be reproduced by the TECHNICOLOR process, and
8 (b) to make from film processed in accordance with clause (a)
9 hereof one and only one copy on 16-mm. Monopack Film
10 purchased by TECHNICOLOR in accordance with paragraph A
11 of Article 2 of said Prior Agreement and to process the
12 same and to deliver it to the original customer, said
13 copy to be used only by TECHNICOLOR and such customer
14 and only for cutting and editing purposes and not for
15 sale or rental to others.

16 Article 2

17 TECHNICOLOR agrees that it will keep an account of the
18 footage of 16-mm. Kodachrome Film purchased on the open market and
19 processed in accordance with the provisions of clause (a) of Article
20 1 hereof and will during January and July of each year render to
21 KODAK a statement showing the amount of 16-mm. Kodachrome Film so
22 purchased and processed during the preceding six calendar months,
23 and KODAK will thereupon pay to TECHNICOLOR a sum equal to one
24 dollar and ninety-one cents (\$1.91) for each one hundred feet
25 reported in such statement as purchased and processed hereunder.
26 This payment by KODAK to TECHNICOLOR is in lieu of the processing
27 of the film by KODAK, which processing is ordinarily performed by
28 KODAK without extra charge, and the cost of which is included in
29 the sales price of film sold on the open market. KODAK shall have
30
31
32

1 the right at any time to change the rate at which it will make
2 payments to TECHNICOLOR under this article, but such change in
3 rate shall be effective only as to film processed by TECHNICOLOR
4 over thirty days after KODAK shall have notified TECHNICOLOR in
5 writing of such change. The statements provided for in this
6 article shall be verified by a responsible officer of TECHNICOLOR,
7 and, at KODAK'S request, TECHNICOLOR will furnish a certificate of
8 their correctness by a Certified Public Accountant satisfactory to
9 both parties.

10 Article 3

11 A. It is understood and agreed that KODAK shall not be
12 responsible for any faults or failures in the processing of film
13 purchased and processed in accordance with clause (a) of Article 1
14 hereof, but that TECHNICOLOR will assume all such responsibility.

15 B. KODAK may terminate this license and agreement upon one
16 year's written notice without terminating the said Prior Agreement.
17 Should said Prior Agreement be terminated in any manner or for any
18 cause, this agreement shall automatically be terminated without
19 further notice upon the date of termination of said Prior Agreement.

20 IN WITNESS WHEREOF the parties hereto have caused this
21 agreement to be signed by their respective duly authorized officers
22 and their corporate seals to be hereunto affixed and fully attested,
23 as of the day and year first above written.

24 EASTMAN KODAK COMPANY

25 ATTEST: By Thomas J. Hargrave
26 Pres. D.O.
27 W. Wren Gabel
D.O.

28 TECHNICOLOR MOTION PICTURE
29 CORPORATION

30 ATTEST: By Herbert S. Kalmus
Pres. D.O.
31 David S. Shattuck
32 D.O.

EXHIBIT "E"

KODAK-TECHNICOLOR IMBIBITION AGREEMENT

THIS LICENSE AND AGREEMENT made as of the 22nd day
of October, 1936, by and between

TECHNICOLOR MOTION PICTURE CORPORATION, a
corporation organized and existing under
the laws of Maine and having an usual place
of business at Hollywood, in the county of
Los Angeles and State of California, and
TECHNICOLOR, INC., a corporation organized
and existing under the laws of Delaware and
having an office in the City, County, and
State of New York, parties of the first part,
hereinafter called TECHNICOLOR, which expres-
sion shall refer to said companies jointly and
severally and shall include their respective
successors, subsidiaries, controlled and
allied companies and assigns, and companies
of which TECHNICOLOR legally and completely
controls the manufacturing operations, and

EASTMAN KODAK COMPANY, a corporation organized
and existing under the laws of the State of
New Jersey and having a principal place of busi-
ness at Rochester, in the County of Monroe, and
State of New York, party of the second part,
hereinafter referred to as KODAK, which expres-
sion shall include its successors, subsidiaries,
controlled and allied companies and assigns.

WITNESSETH:

WHEREAS, Technicolor is now commercially producing
motion picture film in natural colors by the imbibition process
as hereinafter defined; and

WHEREAS, Technicolor is now obtaining from Kodak
substantially all its raw film (including negative, positive,
and matrix stock) for use in said imbibition process and has
requested Kodak to undertake certain research and development
work in order to improve, if possible, said imbibition process
and the quality of raw film used therein, and Kodak is willing
to undertake such work to the extent, in the manner, and upon
the conditions herein expressed;

NOW, THEREFORE, in consideration of their mutual
promises and agreements and of One dollar (\$1.00) paid by each
party to the other, the receipt whereof is hereby acknowledged,
it is hereby agreed as follows:

1 Article 1 - Definitions

2 A. The expression "imbibition process" as used
3 herein shall be descriptive of and refer to a process of pro-
4 ducing on motion picture film (35 mm. or more in width) images
5 in natural colors which process involves the successive transfer
6 to a single dye-absorbent film of dyes of different colors from
7 printing matrices comprising photographic images of different
8 color aspects of a subject.

9 B. The expressions "Technicolor patents" and
10 "Technicolor applications" as used herein, shall refer to and
11 include respectively all patents and applications in all coun-
12 tries now or hereafter during the continuance of this agreement
13 owned or controlled by Technicolor or under which Technicolor
14 shall have the right to grant licenses, (a) only in so far as
15 the claims of such patents and applications shall be directly
16 applicable to said imbibition process, and/or (b) in so far as
17 the claims of such patents and applications relate to apparatus,
18 processes, materials and products of any kind, in so far only
19 as those may be useful or necessary, directly or indirectly, in
20 the taking, printing, treatment and/or processing of motion
21 picture images for use in connection with said imbibition process,
22 and including, but not limited to, such of the patents and
23 applications enumerated in Schedule A, hereto attached, as are
24 directly applicable to or useful in connection with said imbi-
25 bition process within the scope of (a) and/or (b) above.

26 C. By the term "periods" as used herein is meant the
27 thirteen (13) periods of the year according to which Kodak does
28 its accounting and carries on its internal affairs.

29 Article 2 - Research

30 A. To the extent herein provided, Kodak agrees that
31 it will as soon as reasonably convenient provide personnel and
32 laboratory facilities adequate to study technical problems

1 relating to said imbibition process, and that it will undertake
2 and carry on research work in an endeavor to solve such pro-
3 blems as they may arise from time to time. In pursuance of
4 such research work Kodak will send to Technicolor's plants in
5 the United States competent experts to make such studies of
6 Technicolor's apparatus, processes and products as Kodak shall
7 deem advisable in the circumstances or as Technicolor may
8 reasonably request.

9 Kodak will also keep Technicolor fully informed
10 as to any improvements in said imbibition process resulting
11 from its research work performed pursuant to this Article 2 to
12 the extent that such information shall be necessary or useful
13 to Technicolor in its practical operation of said Imbibition
14 process, and to that end Kodak will, upon reasonable request of
15 Technicolor, send competent men to Technicolor's plants in the
16 United States in order fully to instruct the staff of Techni-
17 color how to effect any such improvements resulting from said
18 research work, except that Kodak shall not be required hereunder
19 to inform Technicolor concerning anything relating to the sen-
20 sitizing, manufacture, preparation, composition, or coating of
21 photographic emulsions or film support of any kind or to dis-
22 close any secret methods or secret processes relating to appa-
23 ratus, materials or processes normally used by Kodak for purposes
24 other than said imbibition process, except that in the latter
25 case Kodak shall disclose the effect which such secret methods
26 or secret processes shall have upon said imbibition process
27 and/or on any materials embodying or made by the same and
28 supplied by Kodak in order that Technicolor may practice said
29 imbibition process will full knowledge of the effect which any
30 improvements resulting from such research work shall have on
31 its apparatus, processes and finished products.

1 B. All expenses incurred by Kodak under this Article
2 2 are to be borne by Kodak. Such expenses shall be computed
3 and determined as provided in Subdivision C below. Anything
4 herein to the contrary notwithstanding, Kodak shall not be
5 obligated to expend under Subdivision A of this Article 2 more
6 than Fifty thousand dollars (\$50,000.00) within the period
7 beginning at the date hereof and terminating five (5) years
8 thereafter, and all obligations on the part of Kodak under
9 this Article 2 shall terminate in five (5) years from the date
10 hereof.

11 C. Kodak shall keep an accurate record during said
12 five (5) year period of all sums expended by it pursuant to
13 Subdivision A of this Article 2, and will furnish Technicolor
14 within sixty (60) days after each anniversary of this agreement
15 to and including the fifth anniversary thereof a statement of
16 said expenditures certified to by Price, Waterhouse & Co. or
17 other accountants mutually satisfactory to the parties hereto.
18 Such expenditures shall include the cost of all apparatus,
19 equipment, and facilities purchased by Kodak; the cost of all
20 direct labor, materials and supplies used in the construction
21 or adaptation by Kodak of apparatus, equipment, and facilities
22 and in the making of experiments and conduct of such research
23 work; the wages and salaries of the research workers; the cost
24 of overhead (which for the purposes of this agreement shall
25 conclusively be deemed to be an amount equal to 100% of said
26 direct labor, wages and salaries); travelling expenses reason-
27 ably incurred, and any other items of expense directly incurred
28 by Kodak in the discharge of its undertaking contained in
29 Subdivision A of this Article 2.

30 It is mutually agreed that only expenditures of
31 the kind above defined which are incurred by Kodak in the dis-
32 charge of its undertakings contained in Subdivision A of this
 Article 2, shall be included as being within the purview of this

1 Subdivision C, and that no expenses incurred by Kodak in connec-
2 tion with research or development work on the manufacture of
3 raw film shall be included as being within the purview of this
4 Subdivision C.

5 D. Kodak agrees that unless and until the right and
6 license granted to it under Article 3 hereof shall be and become
7 in full force and effect, it will not disclose to others, with-
8 out the written consent of Technicolor, any secret information
9 primarily relating to said imbibition process imparted to it
10 by Technicolor or acquired by Kodak in connection with the con-
11 duct of said research work, provided that nothing herein shall
12 prevent Kodak from disclosing any information known to it
13 prior to its disclosure by Technicolor, and nothing herein
14 shall create any liability on Kodak by reason of the unauthorized
15 disclosure of any information by any employee of Kodak.

16 Article 3 - License from Technicolor

17 If at any time hereafter both of the events described
18 in paragraphs (x) and (y) below shall have occurred Technicolor
19 agrees (subject to any licenses then outstanding in countries
20 other than the United States and its possessions, the British
21 Empire, France and Germany, which specifically mentioned coun-
22 tries are hereinafter collectively referred to as "said terri-
23 tory", but not subject to any licenses then outstanding in said
24 territory) to grant and does hereby grant Kodak as of that time
25 an irrevocable non-exclusive right and license, throughout the
26 world, with the right to grant sub-licenses, to make, use and
27 sell only for motion picture purposes and only for use in connec-
28 tion with said imbibition process the subject matter of all in-
29 ventions covered by any of said Technicolor patents or Techni-
30 color applications for and during the life of such patents, the
31 said events above referred to being as follows:

32 (x) Kodak (although not obligated so to do)
shall have expended pursuant to the provisions

1 of Article 2 hereof and within five (5)
2 years after the date hereof, the sum of at
3 least One hundred fifty thousand dollars
4 (\$150,000.00), such expenditures to be
5 computed and determined as provided in
6 Subdivision C of Article 2 hereof.
7 (y) Technicolor and all the licensees, if
8 any, of Technicolor under said Technicolor
9 patents shall in any calendar year during
10 the life of this agreement fail to purchase
11 from Kodak at least 50% of their entire
12 requirements for said territory of negative
13 and positive raw film (computed on the
14 total footage of the aggregate of both
15 negative and positive raw film) used by them
16 collectively in said territory in connection
17 with said imbibition process or any modifica-
18 tion thereof; provided, however, that even
19 though the event described in this paragraph
20 (y) shall actually happen, it shall for the
21 purposes of this agreement conclusively be
22 deemed not to have occurred, unless (a)
23 Kodak shall at all times during any calendar
24 year within which such event shall actually
25 happen be ready and willing to supply Techni-
26 color and its said licensees in said territory
27 within thirty (30) days after receipt of their
28 respective orders therefor with their entire
29 requirements of negative and positive motion
30 picture raw film and matrix stock of a quality
31 substantially equal to that which Technicolor
32 and its said licensees during such year shall
be able to purchase in like quantities from

1 any other responsible manufacturer; and
2 (b) unless the prices offered by Kodak to
3 Technicolor and its said licensees during
4 such year for said negative and positive
5 motion picture raw film of standard types
6 shall in respect of any country in said
7 territory be at least as favorable as the
8 prices offered by Kodak during such year
9 for like quantities of such motion picture
10 raw film to any other customer in such
11 country, except J. E. Brulatour, Inc., or
12 any other corporation or person serving
13 Kodak in a similar capacity, and at least
14 as favorable in the United States as the
15 prices offered by J. E. Brulatour, Inc.,
16 or by any other corporation or person
17 serving Kodak in a similar capacity, to
18 any of its or their customers for like
19 quantities of such motion picture raw
20 film; and (c) unless the prices offered
21 by Kodak to Technicolor and its said
22 licensees during such year for matrix stock
23 (only if of substantially the type of matrix
24 stock now being manufactured by Kodak) shall
25 in respect of any country in said territory
26 be not more than two and one-half times the
27 then current prices offered by Kodak in such
28 country to the motion picture trade for
29 black and white positive motion picture film
30 of the then standard type; and (d) unless
31 the prices offered by Kodak to Technicolor
32 and its said licensees during such year for
sincras stock (only if of substantially the

1 type of sineras stock now being manu-
2 factured by Kodak) shall in respect of any
3 country in said territory be not more than
4 25% in excess of the then current prices
5 offered by Kodak in such country to the
6 motion picture trade for black and white
7 panchromatic negative motion picture film
8 of the then standard type.

9 If and when each of the events described in paragraphs
10 (x) and (y) above shall have occurred, the right and license
11 granted to Kodak under this Article 3 shall, without the execu-
12 tion of any other instrument or the performance of any other
13 act on the part of either Technicolor or Kodak, be and become
14 in full force and effect.

15 Any rights herein conveyed under or as a result of
16 licenses granted to Technicolor from any party a stranger to
17 this agreement shall be subject to all royalty and other
18 obligations imposed on Technicolor thereunder. Kodak may, at
19 its option and at any time decline to accept or continue a
20 license or a sub-license under any Technicolor patent or
21 Technicolor application.

22 Technicolor shall within sixty (60) days after the end
23 of each calendar year during the life of this agreement furnish
24 Kodak with an accurate statement of the total amount of negative
25 raw film and the total amount of positive raw film (expressed in
26 footage) so used by it and by each of its said licensees in said
27 territory in connection with said imbibition process during such
28 calendar year, and the amount thereof purchased from Kodak.
29 Each such statement shall constitute prima facie evidence of the
30 percentage of film requirements referred to in paragraph (y)
31 above that was purchased from Kodak during the year covered by
32 such statement. If Technicolor shall fail to furnish any such
statement as above provided within the time stipulated and

1 shall thereafter refuse to furnish the same within thirty (30)
2 days after being requested in writing by Kodak to do so, the
3 right and license granted to Kodak under this Article 3 shall
4 thereupon be and become in full force and effect, provided the
5 event described in paragraph (x) above shall have previously
6 occurred.

7 If Kodak shall not expend One hundred fifty thousand
8 dollars (\$150,000.00) in the manner and within the time referred
9 to in paragraph (x) above but nevertheless shall to the complete
10 satisfaction of Technicolor (to be expressed in writing by
11 Technicolor) fully discharge its obligations under Subdivision
12 A of Article 2 hereof, Technicolor agrees that the right and
13 license granted to Kodak under this Article 3 shall thereupon
14 be and become in full force and effect, provided the event
15 described in paragraph (y) above shall have previously occurred.

16 Article 4 - Cross-License from Kodak

17 A. Subject to the provisions of Article 10 hereof,
18 and of Subdivision B of this Article 4, if Kodak during the
19 life of this agreement shall hereafter make, as a result of the
20 research work provided for in Article 2 hereof, any inventions
21 relating to or useful in connection with said imbibition process
22 and for which Kodak shall file applications for Letters Patent,
23 Kodak shall forthwith notify Technicolor of such fact, and
24 thereupon Technicolor, and as well all licensees of Technicolor
25 under said Technicolor patents and Technicolor applications,
26 shall be entitled to make, use and sell, the said inventions
27 only for the purposes of or in connection with said imbibition
28 process during the life of any Letters Patent of any country
29 covering said inventions without the payment of any royalty in
30 respect thereof, excepting and reserving to Kodak, however, all
31 inventions (whether or not relating to said imbibition process)
32 of every kind relating to the sensitizing, manufacture, prepara-
tion, composition or coating of photographic emulsions or film

1 support of any kind. The cross-license above granted by Kodak
2 to Technicolor shall be exclusive, except that Kodak reserves
3 to itself full right to make, use and sell in all countries the
4 subject matter of all the inventions covered by said cross-
5 license for purposes other than said imbibition process, and
6 except that said cross-license shall forthwith become non-
7 exclusive if at any time hereafter the right and license granted
8 to Kodak under Article 3 hereof shall be and become in full
9 force and effect.

10 B. The cross-license above granted by Kodak to
11 Technicolor shall forthwith cease and terminate in respect of
12 any country in said territory in the event that Technicolor
13 and all the licensees, if any, of Technicolor under said Techni-
14 color patents shall in any calendar year during the life of
15 this agreement fail to purchase from Kodak at least 50% of
16 their entire requirements for such country of negative and
17 positive raw film (computed on the total footage of the aggre-
18 gate of both negative and positive raw film) used by them
19 collectively in such country in connection with said imbibition
20 process or any modifications thereof; provided, however, that
21 even though the event described in this Paragraph B shall
22 actually happen, it shall for the purposes of this agreement
23 conclusively be deemed not to have occurred, unless (a) Kodak
24 shall at all times during any calendar year within which such
25 event shall actually happen be ready and willing to supply
26 Technicolor and its said licensees in such country within
27 thirty (30) days after receipt of their respective orders there-
28 for with their entire requirements of negative and positive
29 motion picture raw film and matrix stock of a quality substan-
30 tially equal to that which Technicolor and its said licensees
31 during such year shall be able to purchase in like quantities
32 from any other responsible manufacturer; and (b) unless the
prices offered by Kodak to Technicolor and its said licensees

1 during such year for said negative and positive motion picture
2 raw film of standard types shall in respect of any such country
3 be at least as favorable as the prices offered by Kodak during
4 such year for like quantities of such motion picture raw film
5 to any other customer in such country, except J. E. Brulatour,
6 Inc., or any other corporation or person serving Kodak in a
7 similar capacity, and at least as favorable in the United States
8 as the prices offered by J. E. Brulatour, Inc., or by any other
9 corporation or person serving Kodak in a similar capacity, to
10 any of its or their customers for like quantities of such motion
11 picture raw film; and (c) unless the prices offered by Kodak
12 to Technicolor and its said licensees during such year for
13 matrix stock (only if of substantially the type of matrix stock
14 now being manufactured by Kodak) shall in respect of any such
15 country be not more than two and one-half times the then current
16 prices offered by Kodak in such country to the motion picture
17 trade for black and white positive motion picture film of the
18 then standard type; and (d) unless the prices offered by Kodak
19 to Technicolor and its said licensees during such year for
20 sincras stock (only if of substantially the type of sincras
21 stock now being manufactured by Kodak) shall in respect of any
22 such country be not more than 25% in excess of the then current
23 prices offered by Kodak in such country to the motion picture
24 trade for black and white panchromatic negative motion picture
25 film of the then standard type.

26 Technicolor shall within sixty (60) days after the end
27 of each calendar year during the life of this agreement furnish
28 Kodak with an accurate statement of the total amount of negative
29 raw film and the total amount of positive raw film (expressed in
30 footage) so used by it and by each of its said licensees in
31 each country in said territory in connection with said imbibition
32 process during such calendar year, and the amount thereof

1 purchased from Kodak. Each such statement shall constitute
2 prima facie evidence of the percentage of film requirements
3 referred to in this Paragraph B that was purchased from Kodak
4 during the year covered by such statement. If Technicolor
5 shall fail to furnish any such statement as above provided
6 within the time stipulated and shall thereafter refuse to furnish
7 the same within thirty (30) days after being requested in
8 writing by Kodak to do so, the cross-license granted to Techni-
9 color under this Paragraph B shall thereupon cease and terminate.

10 C. In the event that Kodak shall, in connection
11 with the manufacture of film especially for Technicolor, employ
12 dyes or other substances adapted to improve the preparation of
13 matrices or the transfer of dyes in the imbibition process,
14 then Kodak agrees that it will communicate to Technicolor the
15 nature and quantity of such dyes or other substances used espec-
16 ially in the manufacture of film for Technicolor, provided, how-
17 ever, that such obligation to disclose shall not apply to the
18 sensitizing, manufacture, preparation, composition or coating of
19 photographic emulsions or film support of any kind.

20 D. Technicolor shall have the right, at its own expense
21 and for its own benefit, to file and prosecute applications for
22 patents for any and all of the inventions and improvements in-
23 cluded in the cross-license granted by Kodak to Technicolor under
24 this Article 4, in any or all countries in which Kodak omits so
25 to file or prosecute such applications, and the patents resulting
26 from the applications so filed or prosecuted by Technicolor shall
27 be the property of Technicolor. Kodak agrees at Technicolor's
28 request, but without expense to Kodak, to cause to be executed
29 such proper powers of attorney, oaths, assignments and other
30 papers as may be required in connection with such applications
31 and to furnish all information and to do all things necessary
32 to the proper filing and prosecution by Technicolor of such
applications.

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1 given upon return shall be charged against royalties earned
2 thereafter.

3 Should Technicolor at any time during the life of
4 this agreement grant to any third party, not a subsidiary of
5 Technicolor nor a company at least fifty (50) per cent owned by
6 Technicolor, at a royalty rate lower than Kodak is then obligated
7 to pay hereunder or upon terms and conditions differing from
8 those herein contained, a license under said Technicolor patents
9 or Technicolor applications for purposes of or in connection with
10 said imbibition process, Kodak may at its option adopt such
11 royalty rate and/or any of such other terms or conditions as it
12 shall elect, at any time after the right and license granted to
13 Kodak under Article 3 hereof shall be and become in full force
14 and effect. Technicolor agrees to notify Kodak promptly of the
15 terms and conditions of any such license in order that Kodak may
16 have full opportunity to exercise such option.

17
18 Article 6 - Warranty

19 Each party represents and warrants that it has full
20 right, title and power to execute this agreement, to convey the
21 rights herein conveyed and intended to be conveyed and to ful-
22 fill the obligations hereby imposed upon it and that there is no
23 outstanding assignment, warranty, license, mortgage, option or
24 agreement expressed or implied except a certain license from
25 Technicolor to Technicolor, Limited, of London, England, which may
26 or can in any manner whatsoever abridge, modify or lessen the
27 rights hereby conveyed and intended to be conveyed, it being under-
28 stood that Technicolor, Inc. holds a mortgage from Technicolor
29 Motion Picture Corporation on said Technicolor patents and Tech-
30 nicolor applications. Technicolor represents that the Board of
31 Directors of said Technicolor, Limited, has duly passed a vote of
32 which a copy is hereto annexed and marked "Exhibit B".

1 Article 7 - Validity and Interpretation of Claims

2 If any claim of any patent of either party covered
3 by this agreement shall be declared invalid by final decision
4 of a court of competent and final jurisdiction and such in-
5 validity shall not be cured promptly by reissue or disclaimer,
6 or if in an interference proceeding, the alleged inventor or
7 inventors of any of said patents or applications of either party
8 shall be held by a final decision of a tribunal of competent and
9 final jurisdiction not to be the original inventor or inventors
10 of the subject matter of any claim, then the other party shall
11 be relieved of all obligation and estoppel hereunder with respect
12 to said claim and, if a court of competent and final jurisdiction
13 shall by final decision give any special construction or inter-
14 pretation to any claim of any of said patents, said other party
15 may at its option adopt such interpretation or construction of
16 such claim. Each party agrees that it will not dispute the
17 validity of any claim of any of the aforesaid patents of the
18 other party while any such patent is within the scope of this
19 agreement, but it is not estopped from denying the validity of
20 any of said claims in so far as they may apply to any process,
21 product or apparatus as to which it is not licensed under this
22 agreement.

23
24 Article 8 - Settlement of Interference

25 If an interference proceeding in the United States
26 Patent Office shall be declared between conflicting applications,
27 one of which is owned or controlled by Kodak and another by
28 Technicolor and relating to the imbibition process, each of the
29 parties hereto will cause a preliminary statement to be filed in
30 accordance with the Rules of the Patent Office, and will, within
31

1 thirty (30) days after the day that such statements become avail-
2 able, furnish the other party an outline of the testimony and
3 exhibits which it would produce in evidence if testimony were
4 taken and, if the other party shall require, shall thereafter
5 promptly and fully disclose all information and evidence relating
6 to the determination of priority between such applications. Each
7 party agrees that it will inform the other promptly which appli-
8 cation, in its opinion, should prevail in the interference and if
9 the said parties are in agreement they shall execute and file such
10 papers and take such other action as is mutually considered advis-
11 able. If the opinions of the parties are irreconcilable, the
12 interference shall proceed in accordance with the rules of the
13 Patent Office. Neither party is estopped hereby to bring such
14 motion as may seem pertinent in such interference proceeding. It
15 is the desire, intent and expectation of the parties hereto that
16 all interferences between them involving inventions relating to
17 the imbibition process shall be settled by mutual agreement but
18 the legal obligation extends no further than is herein expressly
19 stated.

20 Article 9 - Litigation
21

22 Neither party shall be under any obligation to assume
23 the defense of any suit brought against the other and/or any of
24 its sub-licensees for infringement of any patent owned or controlled
25 by a stranger to this agreement, nor to bring suit against any
26 third party for infringement or alleged infringement of any patents
27 of either party relating to said imbibition process.

28 Technicolor shall have the right in its own name or
29 in the name of the owner of record or of any other party, as it
30 may be advised, to bring suit at its own expense in any country
31 for infringement of any patent under which it shall at the time
32 have an exclusive license in such country from Kodak in accordance

1 with Article 4 hereof, only in so far as the infringement is
2 within the scope of the said exclusive license, and any profits
3 and/or damages recovered as a result of any such suit shall be
4 and remain the sole property of Technicolor. Kodak shall have
5 the right, however, at its own expense to be represented in an
6 advisory capacity in any such suit.

7

8 Article 10 - Termination

9

10 A. The term of this agreement shall be for the full
11 life of the last of said Technicolor patents to expire, unless
12 this agreement shall be otherwise earlier terminated to the
13 extent and in the manner herein provided and except that the
14 cross-license granted to Technicolor under Article 4 hereof shall
15 be for the life of all the patents covered by said cross-license
16 which shall have been issued prior to the date upon which Kodak
17 may terminate this agreement to the extent and in the manner
18 provided for in Sub-division C of this Article 10.

19

20 B. Technicolor may terminate this agreement at any
21 time as to all of the Articles 4, 8 and 9 hereof by giving Kodak
22 at least sixty (60) days' notice in writing to that effect, but
23 such termination shall not in any way affect the remaining pro-
visions of this agreement.

24

25 C. Kodak may at any time after five (5) years from
26 the date hereof, or at any time after it shall (although not
27 obligated so to do) have expended at least Fifty thousand dollars
28 (\$50,000.) in the performance of its undertaking contained in
29 Sub-division A of Article 2 hereof, terminate this agreement as
30 to all of the Articles 3, 5, 8 and 9 hereof by giving Technicolor
31 at least sixty (60) days' notice in writing to that effect, but
32 such termination shall not affect in any way the remaining pro-
visions of this agreement.

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THE SCHEDULE A ABOVE REFERRED TO

1	United States Patents			
2				
3	Pat. No.	Date	Inventor	Subject
4	1,367,352	2/1/21	Comstock	Method & Device for Controlling Electric Arcs
5	1,454,418	5/8/23	Wescott	Transparenc. & Method of Making the Same
6	1,497,356	6/10/24	Comstock	Method and System for Producing a Plurality of Images, etc.
7	1,437,399	12/5/22	"	Photometers
8	1,383,357	7/5/21	Wescott	Motion Picture Camera
	1,331,174	8/17/20	"	Lens Mount
9	1,390,983	9/20/21	Comstock	Color Cinematography
	1,491,367	4/22/24	Wescott	Intermittent Transmission App.
10	1,391,029	9/20/21	"	Multiplex Projection etc.
	1,289,027	12/24/18	Wescott & Willat	App. for the Production of Motion Pictures & the Like
11	1,409,628	3/14/22	Wescott	*Cine. Multiplex Printing etc.
12	1,337,673	4/20/20	Wall	Dye Recovery
	1,417,005	5/23/22	Wescott	Cine. Multiplex Printing & Dissolving
13	1,451,382	4/10/23	Wescott	App. for Supporting Cine. Machines or the Like
14	1,573,595	2/16/26	Wall & Comstock	Dye Composition
15	1,573,596	2/16/25	Comstock & Wall	Dye Composition
16	1,444,818	2/13/23	Wescott	Treatment of Cine. Films
17	1,380,279	5/31/21	"	" " " "
	Re. 14,983	11/16/20	Comstock	Production of Complementary Images
18	1,460,706	7/3/23	"	Production of Complementary Images
19	1,457,500	6/5/23	"	Cinematographic Film
20	1,451,325	4/10/23	Comstock & Ball	Registration of Complementary Images in Cinematography
21	1,450,343	4/3/23	Wescott	Cine. Film Feeding Mechanism
	1,502,077	7/22/24	"	Cinematographic Machine
22	1,502,078	7/22/24	"	Lens System
	1,579,805	4/6/26	Ball & Gallison	Film Feeding and Registering Mechanism
23	1,541,315	6/5/25	Ball & Weaver	Printed Complementary Pictures
24	1,435,764	11/14/22	Troland, Ball & Andrews	Liquid Treatment of Cinematographic Films
25	1,493,246	5/6/24	Comstock	Removal of Superficial Liquid etc.
26	1,677,309	7/17/28	Troland & Ball	Registering & Cementing Cine. Film
27	1,677,665	7/17/28	Weaver	Photography
28	1,586,771	6/1/26	Ball	Cinematography
	1,552,826	9/8/25	Comstock	Color Cinematography
29	1,583,108	5/4/26	Ball	" "
	1,544,963	7/5/25	Wescott	Method of Printing Cine. Films

*Cine. - Cinematographic or Cinematography

1.	Pat. No.	Date	Inventor	Subject
2	1,559,145	10/27/25	Andrews	Cinematography
	1,596,808	8/17/26	Comstock	Color Cinematography
3	1,579,806	4/6/26	Ball & Comstock	Registration of Complementary Images, etc.
4	1,497,357	6/10/24	Comstock	Method & System for Producing a Plurality of Images
5	1,570,809	1/26/26	Wescott	Treatment of Cine. Film
	1,598,756	9/7/26	Troland	Cinematography
6	1,535,700	4/28/25	"	Photography
	1,607,417	11/16/26	Wescott	Squeegee Apparatus
7	1,596,644	8/17/26	"	Tripods
	1,641,220	9/6/27	Comstock	Cinematography
8	1,596,809	8/17/26	"	Color Cinematography
	1,707,709	4/2/29	"	Liquid Treatment of Photo- graphic Films
9	1,607,440	11/16/26	"	Cine. Film Treating App.
10	1,596,641	8/17/26	Weaver & Callison	Cinematographic Apparatus
11	1,661,157	3/6/28	Ball, Galli- son & Weaver	" "
12	1,610,719	12/14/26	Troland	" Device
	1,616,642	2/8/27	Troland & Andrews	Removal of Superficial Liquid from Cine. Films
13	1,613,339	1/4/27	Ball	Cine. Printer Light Control
14	1,608,484	11/30/26	Andrews	Film Roller
	1,677,310	7/17/28	Troland	Cinematographic Apparatus
15	1,613,300	1/4/27	"	" Film Stretching
	1,613,303	1/4/27	Andrews	Cinematography
16	1,716,989	6/11/29	Troland	Registration Means for Film Printing Machine
17	1,692,358	11/20/28	Sugden	Cleaning Gelatine Surfaces & the Like
18	1,707,699	4/2/29	Whitney	Method of and Apparatus for Registering Films
19	1,707,710	4/2/29	Comstock	Method and Apparatus for Imbibition Printing
20	1,675,743	7/3/28	Young	Method and Apparatus for Contacting Films
21	1,707,695	4/2/29	Troland	Suction App. for Imbibition
	1,707,733	4/2/29	Kienninger	Water Agitator
22	1,704,328	3/5/29	"	Speed Control for Imbibition Printing
23	1,641,566	9/6/27	Ball	Method of Making Composite Color Pictures
24	1,735,110	11/12/29	Troland & Gallison	Pumping Mechanism
25	1,738,095	12/3/29	Carleton	Photographic Film Printers
	1,735,142	11/12/29	Sugden	Colloidal Suspension Treatment
26	1,808,584	6/2/31	Troland	Monopack
27	1,804,727	5/12/31	Weaver	Differential Absorption
	1,865,497	7/5/32	Atwood	Gelatine Hardening I
28	1,807,805	6/2/31	Sugden	I-B Dyeing
	1,851,166	3/29/32	Kienninger	Gelatine Hardening
29	1,801,478	4/21/31	Atwood	" "
	1,807,809	6/2/31	Sugden	I-B Printing
30	1,923,043	8/15/33	Troland	Restrained Dye Diffusion
	1,860,912	5/31/32	"	Dyeing Films
31				
32				

1	Pat. No.	Date	Inventor	Subject
2	1,924,892	8/29/33	Tuttle	Decrocination
	1,900,140	3/7/33	"	Imbibition Printing
3	1,843,007	1/26/32	Troland	Crossed Reflector Prism
	1,871,649	8/16/32	Ball	Moving Reflector Camera
4	1,924,890	8/29/33	Troland	Film Hardening IV
	1,821,680	9/1/31	"	Rev. Fil. 3-Col. Camera
5	1,862,950	6/14/32	Ball	Inverse Telephoto
	1,873,258	8/23/32	"	Achromatic Lens
6	1,844,377	2/9/32	"	Long Pictures
	1,924,901	8/29/33	"	Over-running Clutch
7	1,928,714	10/3/33	Whitney & Gallison	Affixing Pins to Belt
8	1,873,259	8/23/32	Ball	3-Color Prism Shutter
	1,900,034	3/7/33	"	3-Color Bipack-Shutter
9	1,803,115	4/28/31	Kienninger	Double Loop I-B
	1,889,030	11/29/32	Ball	Red-Blue Bipack 3-Color
10	1,923,764	8/22/33	Troland	Pyro-Chromic Process
	1,926,255	9/12/33	Ball	Key Print from Green Neg.
11	1,910,492	5/23/33	Mellor	Inverse Telephoto II
	1,919,673	7/25/33	Troland & Eaton	Grainless Matrix
12	1,939,738	12/19/33	Tuttle	Hardened Film Blanks & Product
13	1,951,043	3/13/34	Weaver	Color Photography
	1,957,128	5/1/34	Ball & Rackett	View Finder
14	1,963,510	6/19/34	Troland	Edge Number Printing
15	1,978,979	10/30/34	Ball	Key Print Compensation
	1,993,576	3/5/35	Troland	Monopack Compensation Record
16	2,046,320	7/7/36	Burbank	Tartaric Acid Hardener
	2,027,411	1/14/36	Whittaker	Lens Mount
17	2,044,810	6/23/36	Rackett	Lubricating Device
	2,047,943	7/21/36	Ames et al	Projection Printer
18	2,044,864	6/23/36	Troland	Robo Film

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UNITED STATES PENDING PATENT APPLICATIONS

Case No.	Serial No.	Filed	Inventor	Subject
8492	327,419	12/20/28	Troland	Photo-Talkie
8493	327,420	"	"	Dye-Talkie
10654	558,193	8/20/31	Ball & Rackett	3-Color Camera
10684	562,502	9/21/31	Ames	Film Gate
11453	667,222	4/21/33	Ball	Film Feeding Device
11594	684,546	8/10/33	Troland	Herschel Effect
11623	688,805	9/8/33	"	Reversal Relief
12016	737,031	7/26/34	Whittaker	Interlocked Camera Drive
12056	737,718	9/12/34	Tuttle	I.B.Blanks & Method
12018	737,032	7/26/34	Rackett	Drive Thru Hinge
12388	39,792	9/9/35	Pohl	Green Fog
12459	50,161	11/16/35	Troland	Div. of 11594
12517	59,360	1/16/36	Ball & Pohl	Light Splitter
12523	60,233	1/22/36	Ball	Div. of 11453

Patents in Argentina

	Pat. No.	Date	Inventor	Subject
1				
2	32,560	1/10/30		Preparation of Colored Re-
3	32,561	1/10/30		production by Imbibition
	37,234	2/5/32		Cinematographic Film Printing
4	37,237	2/5/32	Eastman	Red-Blue Bipack
	35,100	1/9/31		Monopack
5	35,101	1/9/31		Photo-Talkie
	35,099	1/9/31		Dye-Talkie
6	35,216	1/22/31		Photographic Apparatus
				App. for Affixing Pins to
				Metal Belts
7	37,250	2/13/32		Robo
	38,546	8/23/32	Eastman	Slow Bleach Fast Stop
8	39,815	5/17/33		Alternating Filters

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Patents in Australia

10				
11	27,721	7/8/30		Inverse Telephoto
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Patents in Belgium

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15	361,064	5/30/29		Preparation of Coloured Re-
				production by Imbibition
16	361,065	5/30/29		Cinematographic Film Printing
	365,725	11/28/29		Dye-Talkie
17	365,724	11/28/29		Photo-Talkie
	371,049	6/12/30		Alternating Filters
18	371,131	6/16/30		Photographic Apparatus
	373,764	9/27/30		3-Color Prism
19	374,002	10/7/30		App. for Affixing Pins to
				Metal Belts
20	378,610	3/28/31	Eastman	Monopack
	379,869	5/16/31		Robo
21	380,495	6/11/31		Red-Blue Bipack
	381,762	8/3/31	Eastman	Slow Bleach Fast Stop
22	*370,950			Chrome-Hardened Gelatine Films
				and Method of Making Same

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*Owned jointly by Technicolor and I.G. Farbenindustrie A.G.

24

Patents in Canada

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26	188,888	2/25/19	Comstock	Production of Complemental
27				Images
	190,757	6/3/19	"	Color Printing
28	232,270	6/26/23	"	Cinematographic Film
	240,305	5/20/24	"	Color Cine. (Direct Relief)
29	244,222	11/4/24	Troland, Ball	Liquid Treatment of Cine.
			and Andrews	Film
30	244,996	12/2/24	Wescott	Treatment of Cine. Films
	246,786	2/17/25	Wescott and	Cine. Apparatus
31			Gallison	
	246,787	2/17/25	Troland and	Registering and Cementing
32			Ball	Cine. Films
	246,796	2/17/25	Andrews	Cinematography
	246,799	2/17/25	Ball	Cinematography
	246,809	2/17/25	Comstock	Cinematography

Patents in Canada

	Pat. No.	Date	Inventor	Subject
1				
2	246,810	2/17/25	Comstock	Color Cinematography
	258,038	2/9/26	Troland and	Removal of Superficial Liquid
3			Andrews	from Cine. Films
	258,039	2/9/26	Comstock	Removal of Superficial Liquid
4				from Cine. Films
	258,825	3/9/26	Wall and	Dye Composition
5			Comstock	
	259,200	3/23/26	Weaver	Photography
6	259,201	3/23/26	"	Photography
	279,172	4/3/28	Atwood	Meth. of Hardening Gelatine
7				Films and Surfaces and Re-
				sulting Product
8	279,173	4/3/28	Tuttle	Preparation of Colored Re-
9				productions by Imbibition
	284,809	11/13/28	Ball, Gallison	Cine Apparatus
10			and Wescott	
	288,140	3/19/29	Kienninger	Meth. of Effecting Delayed
11				Hardening of Films and Re-
				sulting Product
12	290,031	5/28/29	Young	Meth. and App. for Contacting
				Films
13	293,193	9/17/29	Tuttle	Cleaning Gelatinous Surfaces
				and the Like
14	294,789	11/12/29	Comstock	Meth. and App. for Imbibition
				Printing
15	294,790	11/29/29	Troland	Suction App. for Imbibition
				Printing
16	294,791	11/12/29	Whitney	Meth. of and App. for Regis-
				tering Films
17	295,404	12/3/29	Kienninger	Water Agitator
	296,227	12/31/29	"	Speed Control for Imbibition
18				App.
	302,625	7/29/30	Troland	Dye-Talkie
19	313,308	7/14/31	Whitney and	App. for Affixing Pins to
			Gallison	Metal Belts
20	314,060	8/4/31	Troland	Alternating Filters
	314,430	8/18/31	Ball	Achromatic Optical System
21				and Method
	314,431	8/18/31	"	Long Pictures
22	315,754	9/29/31	Kienninger	Double Loop I.B.
	316,398	10/21/31	Kalmus and	Lenticular Case
23			Ball	
	316,162	10/31/31	Weaver	"Weaver" Filter
24	320,223	3/1/32	Troland	Multi-Color Film and Process
	324,392	7/19/32	"	Double IB Damper
25	327,686	11/15/32	"	Plural Image Optical System
	*327,926	11/22/32	Gallison and	Film Hardening III
26			Troland	
	330,400	2/21/33	Tuttle	Cleaning Gelatinous Surfaces
27				and the Like
	330,580	2/29/33	Troland	Photo-Talkie
28	334,981	8/15/33	"	Monopack
	335,637	9/12/33	"	Robo
29	336,650	10/24/33	Ball	Red-Blue Bipack
	338,736	1/16/34	Troland	Slow-Bleach, Fast Stop
30	341,355	5/1/34	"	Photographic Matrix
	347,231	1/1/35	Ball	3-Color Bipack Shutter
31	347,232	1/1/35	Ball	3-Color Prism Shutter
	347,765	1/22/35	Troland and	Grainless Matrix
32			Eaton	
	360,258	9/1/36	Ball	Photographic Apparatus
	(Reissue of 314,662, 8/25/31)			

* Owned jointly by Technicolor and Agfa Ansco Corporation

Patents in France

1	Pat. No.	Date	Inventor	Subject
2	564,693	4/5/23		Iceberg Prism
	570,076	8/24/23		Optical Systems
3	610,850	2/11/26		Photography
	610,851	2/11/26		"
4	633,305	4/25/27		Preparation of Colored Re- production by Imbibition
5	647,328	12/30/27		Cine. Apparatus
	655,830	5/23/28		Cine. Film Printing Apparatus
6	659,780	8/30/28		Cleaning Gelatinous Surfaces and the Like
7	661,789	10/5/28		Speed Control for Imbibition Apparatus
8	685,656	11/27/29		Photo-Talkie
	685,657	11/27/29		(9386)
9	*696,736	6/6/30		Chrome-Hardened Gelatine Films and Method of Making Same
10	697,516	6/16/30		Photographic Apparatus
	697,176	6/10/30		Alternating Filters
11	718,470	6/10/31		Red-Blue Bipack
	703,458	10/7/30		App. for Affixing Pins to Metal Belts
12	702,807	9/30/30		3-Color Prism
13	709,708	1/20/31	Eastman	Multi-Color Film and Process
	713,968	3/27/31	"	Monopack
14	717,098	5/15/31		Robo
	720,955	8/1/31	Eastman	Slow-Bleach Fast Stop
15	725,307	10/21/31		Photographic Matrix
	741,895	8/16/32		Camera
16	741,927	8/27/32		Grainless Matrix
17	*Owned jointly by Technicolor and I.G.Farbenindustrie A.G.			
18				

Patents in Germany

20	400,951	8/24/23		Selective Hardening of Ex- posed and Unexposed Photo- graphic Emulsion
21	480,952	12/31/27		Cinematographic Apparatus
22	476,203	5/27/28		Cine. Film Printing Apparatus
	482,165	8/29/28		Cleaning Gelatinous Surfaces and the Like
23	478,423	10/2/28		Speed Control for Imbibition App.
24	*549,380			Chrome-Hardened Gelatine Films and Method of Making Same
25				
26	590,717	2/12/26		Fogging
	591,048	2/12/26		Differential Absorption
27	544,245	4/24/27		IB Dyeing
	528,316	12/4/29		Photo-Talkie
28	593,589	10/5/30		App. for Affixing Pins to Metal Belts
29	557,278	1/20/31	Eastman	Multi-Color Film and Process
	585,922	5/23/31		Robo
30	561,020	10/21/31		Photographic Matrix
	629,752	8/19/32		Camera
31	632,925	7/31/31		Slow Bleach Fast Stop
32	* Owned jointly by Technicolor and I.G. Farbenindustrie A.G.			

Patents in Great Britain

1	Pat. No.	Date	Inventor	Subject
2	263,331	2/8/26		Photography
	263,650	2/8/26		"
3	204,034	9/13/22		Selective Hardening of Exposed and Unexposed Photographic Emulsion
4	270,279	4/30/26		Preparation of Colored Reproduction by Imbibition
5	300,818	12/21/27		Cinematographic Apparatus
6	307,659	5/14/28		Cine. Film Printing Apparatus
	319,924	9/24/28		Speed Control for Imbibition App.
7	322,173	8/23/28		
8	344,026	12/20/28		Photo-Talkie
	345,986	12/20/28		Dye-Talkie
9	347,946	6/17/29		Photographic Apparatus
	349,318	6/15/29		Alternating Filters
10	350,856	10/15/29		3-Colour Bipack
	353,962	1/25/30		Double Loop IB
11	353,777	10/8/29		App. for Affixing Pins to Metal Belts
12	385,293	5/23/30		Robo
	370,908	2/1/30	Eastman	Multi-Color Film and Process
13	373,429	6/14/30		Red-Blue bipack
	382,239	5/27/31		Optical System
14	374,849	3/9/31	Eastman	Monopack
	377,033	10/21/30		Photographic Matrix
15	382,320	8/26/30	Eastman	Slow-Bleach Fast Stop
	392,785	9/4/31		Grainless Matrix
16	398,339	8/20/31		Camera

Patents in Italy

17				
18				
19	223,457	8/29/23		Selective Hardening of Exposed and Unexposed Photographic Emulsion
20	246,238	2/9/26		Photography
21	246,278	2/20/26		"
	258,244	4/22/27		Preparation of Colored Reproductions by Imbibition
22	265,534	12/31/27		Cinematographic Apparatus
23	269,694	5/29/28		Cine. Film Printing Apparatus
	272,321	9/15/28		Cleaning Gelatinous Surfaces
24	272,949	10/1/28		IB Speed Control
	284,027	11/28/29		Photo-Talkie
25	283,891	11/29/29		Dye-Talkie
	*289,960			Chrome-Hardened Gelatine
26				Films and Method of Making Same
27	290,892	6/11/30		Alternating Filters
	290,461	6/16/30		Photographic Apparatus
28	293,154	9/22/30		3-Colour Bipack
	293,032	10/3/30		App. for Affixing Pins to Metal Belts
29	295,376	1/20/31	Eastman	Multi-Color Film and Process
30	297,279	3/17/31	"	Monopack
	298,623	5/9/31		Robo
31	301,016	8/19/31	Eastman	Slow-Bleach Fast Stop
	299,473	6/8/31		Red-Blue bipack
32	314,244	5/25/32		Optical System

*Owned jointly by Technicolor and I.G. Farbenindustrie A.G.

Patents in Japan

1	Pat. No.	Date	Inventor	Subject
2	111,074	6/10/35		Camera

Patents in Mexico

4	21,564	5/29/22		Cine. Film and Meth. of Making the Same
5	31,426	6/17/29		Inverse Telephoto

Patents in New Zealand

8	65,296	7/15/30		Inverse Telephoto
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Patents in Spain

10	118,609	7/10/30		Photographic Apparatus
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Patents in South Africa

13	740	7/9/30		Photographic Apparatus
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Patents in Switzerland

15	150,362	6/17/30		Photographic Apparatus
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Pending Applications Elsewhere Than in the United States

Canada

20	Ser. No.	Filed	Inventor	Subject
21	404,670	12/12/33	Ball and Rackett	Cinematographic Camera
22	431,327	6/3/36	Ball and Pohl	Light Dividing Device

France

24	401,245	5/27/36	Technicolor	Light Dividing Device
25	404,857	9/4/36	"	Film Gate

Germany

27	T360/30	6/7/30	Technicolor	Multiplex-Film and Process
28	T656/30	9/23/30	"	Color Cinematographic Method and App.
29	T36,548	3/16/31	"	Color Photography
	T36,993	6/12/31	"	Multi-Color Photography
30	T47,001	6/4/36	"	Light Dividing Device
	T47,439	9/8/36	"	Film Gate

Great Britain

	Ser. No.	Filed	Inventor	Subject
1				
2	14,723/36	5/25/36	Technicolor	Light Dividing Device
	22,229/36	8/12/36	"	Cinematographic Printers
3	22,596/36	8/17/36	"	Film Gate
4				
5				
6	Patents owned by others under which Technicolor has a license with certain rights to sub-license			
7	Capstaff,	U.S. Patent 1,954,346	April 10th, 1934	
8	Seymour,	U.S. Patent 1,897,866	February 14th, 1933	
9	"	" " " 1,900,869	March 7th, 1933	
10	"	" " " 1,900,870	March 7th, 1933	
11	Mannes & Godowsky,	U.S. Application 531,358		
12	" " "	Patent 1,516,824		
13	" " "	" 1,659,148		
14	" " "	British 245,198; French 587,395; German 484,901; Canadian 267,382		
15				
16	Mannes & Godowsky,	U.S. Patent 1,954,452	April 10th, 1934	
17	" " "	British 376,795 and 376,838; French 709,707		
18	" " "	Canadian 316,007; Belgium 376,782; Italian 295,931		
19	" " "	Australian 630/31; German Application M113,760		
20	Mannes & Godowsky,	U.S. Application 437,266; filed March 19th, 1930		
21	" " "	British 376,794; French 709,706; Belgian 376,781		
22	" " "	Canada 316,006 and 326,254; Australian 634/31		
23	" " "	Italian 295,930; German Applications M113,769, 120,605 and 120,270		
24				
25	Mannes & Godowsky,	U.S. Application 626,733 and 626,734; filed July 30th, 1932		
26	" " "	U.S. Application 634,182; filed September 21st 1932		
27	" " "	Canadian 339,061, 339,002 and Application 402,710		
28	" " "	Applications filed in England, France, Germany and Australia		
29				
30	Mannes & Godowsky,	U.S. Application 645,514; filed December 12th, 1932		
31				
32	Wm. V.D. Kelley,	U.S. Patent 1,712,439, May 7th, 1929	Producing Colour Pictures.	

1	Troland	U.S. Patent 1,928,709, October 3, 1933; Mono-
2		pack - differential etching
3	Troland	Re. 18,680, Dec. 6, 1932; Monopack Reissue.
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1 COPY OF RESOLUTION PASSED AT A BOARD
2 MEETING OF TECHNICOLOR LIMITED HELD ON
3 10th NOVEMBER, 1936.
4

5 A letter from Dr. Kalmus to the Company dated the 23rd of
6 October 1936, was read from which it appeared that the Agreement
7 between Eastman Kodak Company, Technicolor Motion Picture Cor-
8 poration, and Technicolor, Inc. relating to Imbibition Research
9 Work referred to in the Minutes of Meetings held on the 19th of
10 August and 14th of September 1936 had been executed by all
11 parties, with such changes only as in the opinion of Technicolor
12 Motion Picture Corporation and Technicolor Inc. were entirely
13 agreeable and in the spirit of the discussions which took place
14 at the said Meetings.

15 In these circumstances and pursuant to the Resolutions
16 passed at the before mentioned Meetings IT WAS RESOLVED the
17 said Agreement be approved and the execution thereof by Techni-
18 color Motion Picture Corporation and Technicolor Inc. as binding
19 this Company be ratified and confirmed.
20

21 We hereby certify the foregoing Resolution to be a true
22 copy of the Resolution which was passed by the Directors of
23 Technicolor Limited on the 10th of November, 1936.
24

25 (Illegible) K. Harrison DIRECTOR

26 Frank R. Oates DIRECTOR

27 (Illegible) SECRETARY
28
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